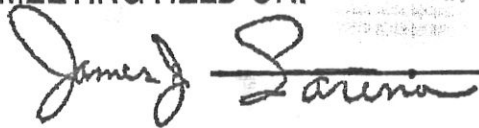


A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAR 01 2017



SPONSORED BY: 

SECONDED BY: 

CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO.: _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY AUTHORIZING AND APPROVING THE ISSUANCE AND SALE OF UP TO OF \$4,840,150 OF BONDS OF THE CITY OF HOBOKEN CONSISTING OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2017B, AND THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2017C; AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENTS TO BE EXECUTED BY THE CITY AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND STATE OF NEW JERSEY, ACTING BY AND THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION; FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE 2017 NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM; AND DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, the City of Hoboken, County of Hudson, New Jersey ("City") has determined there exists a need for the Construction of Southwest Resiliency Park (Block 12) to address current flooding issues with green infrastructure and an underground retention system ("2017 Project"), as described in that certain Loan Agreement ("Trust Loan Agreement") to be entered into between the City and the New Jersey Environmental Infrastructure Trust ("Trust") and that certain Loan Agreement ("Fund Loan Agreement"; together with the Trust Loan Agreement, the "Loan Agreements") to be entered into between the City and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection ("State"), all pursuant to the 2017 New Jersey Environmental Infrastructure Trust Financing Program ("Program"); and,

WHEREAS, the City has determined to use the proceeds of a loan to be made by each of the Trust ("Trust Loan") and the State ("Fund Loan"; together with the Trust Loan, the "Loans")

pursuant to the Trust Loan Agreement and the Fund Loan Agreement, respectively, to permanently finance the 2017 Project; and,

WHEREAS, to evidence the Loans, each of the Trust and the State require the City to authorize, execute and deliver its General Obligation Bonds, Series 2017B, to the Trust ("2017B Bonds") and its General Obligation Bonds, Series 2017C, to the State ("2017C Bonds"; together with the 2017B Bonds, the "2017 Bonds"), pursuant to the terms of applicable law and pursuant to the terms of the Loan Agreements; and,

WHEREAS, pursuant to the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), the City Council has, pursuant to Bond Ordinance No. Z-370, duly and finally adopted and published in accordance with the requirements of the Local Bond Law ("Bond Ordinance"), authorized the issuance of general obligation bonds or bond anticipation notes of the City to finance the costs of the 2017 Project; and,

WHEREAS, the Trust and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the 2017 Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement ("Escrow Agreement") to be entered into between the Trust, the State, the Escrow Agent and the City; and,

WHEREAS, to effectuate the financing plan described in the above mentioned paragraphs, it is necessary for the City to adopt this resolution and to authorize and approve the issuance and sale of the 2017 Bonds in a principal amount up to \$4,840,150; and,

WHEREAS, *N.J.S.A.* 40A:2-27(a)(2) allows for the sale of the 2017B Bonds and the 2017C Bonds to the Trust and the State, respectively, without any public offering, and *N.J.S.A.* 58:11B-9(a) allows for the sale of the 2017 Bonds to the Trust, without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, PURSUANT TO THE LOCAL BOND LAW (NOT LESS THAN TWO-THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:

Section 1. The City hereby authorizes and approves the issuance of the 2017 Bonds in two (2) or more series in a total principal amount of up to \$4,840,150 to be designated, "City of Hoboken, County of Hudson, New Jersey, General Obligation Bonds, Series 2017B" and "City of Hoboken, County of Hudson, New Jersey, General Obligation Bonds, Series 2017C", respectively. The 2017 Bonds will be used to pay the costs of the 2017 Project. In accordance with *N.J.S.A. 40A:2-27(a)(2)* and *N.J.S.A. 58:11B-9(a)*, the City hereby sells and awards the 2017B Bonds and the 2017C Bonds to the Trust and to the State in accordance with the provisions hereof.

Section 2. The Chief Financial Officer is hereby authorized to determine in accordance with the Local Bond Law and pursuant to the terms and conditions established by the Trust and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the 2017B Bonds and the 2017C Bonds:

- (a) The aggregate principal amount of the 2017B Bonds and the 2017C Bonds to be issued;
- (b) The maturity and annual principal installments of the 2017B Bonds and 2017C Bonds, which maturity shall not exceed thirty (30) years;
- (c) The date of the 2017 Bonds;
- (d) The interest rates of the 2017 Bonds;
- (e) The purchase price for the 2017 Bonds; and
- (f) The terms and conditions under which the 2017 Bonds shall be subject to redemption prior to their stated maturities.

Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the 2017 Bonds by the parties authorized under Section 3 hereof.

Section 3. The 2017 Bonds shall be in the form prescribed and permitted by the Local Bond Law, as Bond Counsel may advise, and as the City, the Trust and the State shall approve.

The 2017 Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to principal and interest in lawful money of the United States of America. The 2017 Bonds will be executed on behalf of the City by the manual signatures or facsimile signatures of the Mayor and Chief Financial Officer, attested by the City Clerk (such execution shall constitute conclusive approval by the City of the form of the 2017 Bonds), and shall bear the affixed, imprinted or reproduced seal of the City thereon. The 2017B Bonds and the 2017C Bonds shall be substantially in the form set forth in the Trust Loan Agreement and the Fund Loan Agreement, respectively.

Section 4. The terms of the 2017 Bonds authorized to be set forth by the Chief Financial Officer in accordance with Section 2 hereof shall be ratified by the affirmative vote of 2/3 of the full members of the City Council.

Section 5. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the 2017 Bonds and, to the extent payment is not otherwise provided, the City shall be obligated to levy *ad valorem* taxes upon all taxable real property within the City without limitation as to rate or amount for the payment thereof.

Section 6. Each of the Trust Loan Agreement, Fund Loan Agreement and the Escrow Agreement are hereby authorized to be executed and delivered on behalf of the City by the Mayor or Chief Financial Officer in substantially the forms on file in the offices of the City, with such changes as the Mayor, Administrator, Director of Finance or Chief Financial Officer in their respective sole discretion, after consultation with counsel and any advisors to the City and after further consultation with the Trust and the State and their representatives, agents, counsel and advisors, shall determine, such determination to be conclusively evidenced by the execution of each of such Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement by an authorized officer as determined hereunder. The City Clerk and Deputy City Clerk are each hereby severally authorized to attest to the execution of the Trust Loan Agreement, Fund Loan

Agreement and Escrow Agreement by an authorized officer of the City as determined hereunder and to affix the corporate seal of the City to such documents.

Section 7. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Administrator, Director of Finance, Chief Financial Officer, City Clerk, other City officials or by the City's professional advisors, in connection with the issuance and sale of the 2017 Bonds or the 2017 Project are hereby ratified, confirmed, approved and adopted.

Section 8. The Mayor, Administrator, Director of Finance, Chief Financial Officer and City Clerk are each hereby authorized to determine all matters and execute all documents and instruments in connection with the 2017 Bonds or the 2017 Project not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinance, or by this or any subsequent resolution, and the signature of the Mayor, Administrator, Director of Finance, Chief Financial Officer or City Clerk on such documents or instruments shall be conclusive as to such determinations.

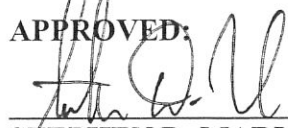
Section 9. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 10. This resolution shall take effect immediately upon adoption this 1st day of March, 2017.

Meeting date: March 1, 2017

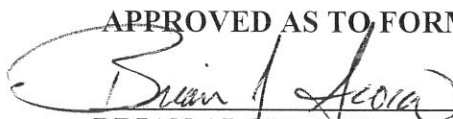
Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla	/			
Michael DeFusco	/			
Peter Cunningham	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

MAR 01 2017

INTRODUCED BY: JP

SECONDED BY: N. Namm

James J. Sarnia

CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO.: _____

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE
ADDENDUM WITH UNDERGROUND UTILITIES CORPORATION FOR
THE WASHINGTON STREET REDESIGN PROJECT**

WHEREAS, pursuant to Resolution No. 16-677 (agenda item A4) dated October 19, 2016, the City awarded a contract to Underground Utilities Corporation ("Underground Utilities") to perform construction services for the Washington Street Redesign Project ("Project"), as delineated in Bid No. 16-09; and,

WHEREAS, pursuant to Resolution No. TS3 dated February 1, 2017, the City resolved to include an addendum to the contract and allow Underground Utilities to utilize 12,000 square feet of the northern satellite lot of the BASF site (Block 113, Lot 1), for staging during the construction project at a rate of \$2,000.00 per month, which is the Fair Rental Value of the property according to the analysis conducted by McGuire Associates, LLC; and,

WHEREAS, based on the need of Underground Utilities for a larger staging area, the City wishes to amend the addendum and allow Underground Utilities to utilize a larger space to stage its equipment and supplies; and,

WHEREAS, the City will allow Underground Utilities to move their staging operation to a portion of the southern satellite lot of the BASF site (Block 103 Lots 7-26), and increase their total square footage to approximately 30,000 square feet; and,

WHEREAS, in consideration for utilizing the aforementioned property during the Project, Underground Utilities will pay the City \$5,400.00 per month, which is based on the Fair Rental Value of the property.

NOW, THEREFORE, BE IT RESOLVED, that the City is authorized to amend the addendum to the contract with Underground Utilities to allow Underground Utilities to utilize a portion of the southern satellite lot of the BASF site (Block 103 Lots 7-26), for staging purposes during the Washington Street Redesign Project at a rate of \$5,400.00 per month; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

4. The mayor, or her designee, is hereby authorized to execute an agreement as outlined herein with:

Underground Utilities Corp.
711 Commerce Road
Linden, New Jersey 07036

Meeting date: March 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino				

APPROVED:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

753
A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 01 2017

INTRODUCED BY: [Signature]
SECONDED BY: [Signature]

[Signature]
[Signature]

CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN ADDENDUM TO THE CONTRACT
WITH UNDERGROUND UTILITIES CORPORATION FOR THE
WASHINGTON STREET REDESIGN PROJECT**

WHEREAS, pursuant to Resolution No. 16-677 (agenda item A4) dated October 19, 2016, the City awarded a contract to Underground Utilities Corporation ("Underground Utilities") to perform construction services for the Washington Street Redesign Project, as delineated in Bid No. 16-09; and,

WHEREAS, the City wishes to include the attached addendum to the contract with Underground Utilities; and,

WHEREAS, in particular, the City will allow Underground Utilities to utilize a portion of Block 113, Lot 1, for staging during the construction project; and,

WHEREAS, McGuire Associates, LLC performed an analysis of Block 113, Lot 1 to determine the fair rental value of the property; and,

WHEREAS, in consideration for utilizing a portion of Block 113, Lot 1 during the project, Underground Utilities will pay the City \$2,000.00 per month, which is the fair rental value of the property.

NOW, THEREFORE, BE IT RESOLVED, that the City is authorized to include an addendum to the contract with Underground Utilities to allow Underground Utilities to utilize a portion of Block 113, Lot 1 for staging purposes during the Washington Street Redesign Project at a rate of \$2,000.00 per month; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

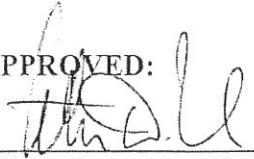
1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The mayor, or her designee, is hereby authorized to execute an agreement as outlined herein with:

Underground Utilities Corp.
711 Commerce Road
Linden, New Jersey 07036

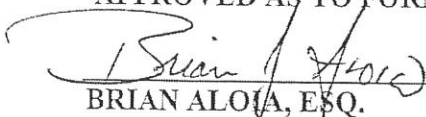
Meeting date: February 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

APPROVED:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

McGuire Associates, LLC

Real Estate Appraisers and Consultants

547 Summit Avenue, Jersey City, New Jersey 07306
Phone (201) 963-4444 • Fax (201) 963-0914

January 11,, 2017

Stephen D. Marks, PP, AICP
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

RE:1301-11 Jefferson Street
Hoboken, New Jersey
Block 113 Lot 1

Dear Mr. Marks:

In accordance with your request, I have completed my analysis as to the Fair Rental Value of the above property, and this letter is to advise you of my conclusion.

The subject property, Block 113 Lot 1, is located at the northeast corner of the intersection of Jefferson Street and Thirteenth Street and the northwest corner of the intersection of Adams Street and Thirteenth Street. The parcel contains a total area of 30,000 square feet or 0.689 acres.

The property is zoned I-1 Industrial Zoning District.

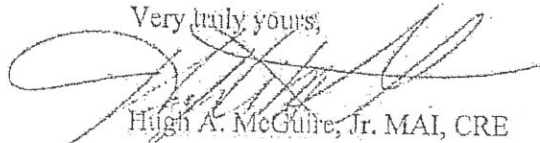
In arriving at the market rent for the subject property, I have considered the value of the land and a fair return on that value.

Industrial land values throughout Hoboken range from a low of \$32.00 per square foot to a high of \$40.00 per square foot.

Taking the mid-range of approximately \$36.00 per square foot, would indicate a per square foot value. Applying that value to the subject's 30,000 square feet, would result in an indicated value of \$1,080,000 for the entire parcel.

Based upon a 6% return the Fair Rental Value of the subject property is \$ 64,800.00 per year.

Very truly yours,



Hugh A. McGuire, Jr. MAI, CRE

Addendum
to
Contract for Construction Services
between
Underground Utilities Corporation
and
City of Hoboken (Bid No. 16-09)

THIS ADDENDUM ("Addendum") to the Contract for Construction Services dated December 1, 2016, (the "Agreement") is made as of the date of the last signature below (the "Effective Date"), by and between Underground Utilities Corporation, with its principal place of business at 711 Commerce Road, Linden, New Jersey 07036 ("Underground") and the City of Hoboken, with its principal place of business at 94 Washington Street, Hoboken, New Jersey 07030 ("City"). Underground and City are collectively from time to time referred to herein as the "Parties" with each being individually referred to as a "Party."

WHEREAS, City and Underground desire to modify the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Underground agree as follows:

1. Basic Information and Defined Terms. City will allow Underground to utilize a portion of City owned property according to the terms and conditions of this Addendum. Further, in addition to the terms which are defined elsewhere in this Addendum, the following basic information terms shall have the following meaning.

(a) **Property:** City owns the lot that is identified in the Hoboken City Tax Map as Block 113, Lot 1, which is approximately 30,300 square feet. Underground is authorized to use approximately 12,000 square feet of the lot (the "Property").

(b) **Permitted Use:** The Property may be used and occupied for the purpose of staging a construction area during the Washington Street Redesign Project.

(c) **Term:** The term is one (1) month which shall automatically renew on a month to month basis unless Underground notifies City, or City notifies Underground, in writing at least 15 days before the expiration of the term of an intention to terminate said Addendum.

(d) **Commencement Date:** Underground may take immediate possession of the Property.

(e) **Rent:** Two thousand dollars (\$2,000.00) per month payable on the 15th of each month.

(f) **Security Deposit:** None

2. **Use.** The Property may be used and occupied for the purpose of staging a construction area during the Washington Street Redesign Project. Underground shall not allow the Property to be used for any purpose deemed unlawful, disreputable or extra hazardous. Underground will not commit waste and will not create any nuisance.

3. **Delivery of Possession.** City will deliver possession of the Property to Underground on the Commencement Date, "AS-IS" in its present condition.

4. **Repairs and Care.** Underground agrees that it shall maintain the Property in good condition and state of repair and at the end or other expiration of the term, shall deliver up the Property in good order and condition.

5. **Alterations; Improvements.** No alterations, additions or improvements shall be made, shall be installed in or attached to the Property without the advance written consent of City.

6. **Compliance with Laws.** Underground shall comply with all Municipal, State and Federal legal requirements with respect to its use of the Property or the use and occupation thereof, and Underground shall pay all costs, expenses, fines, penalties and damages which may be imposed upon City, because of its failure to comply with the provisions of this Section.

7. **Indemnification.** Underground will indemnify and hold harmless City from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees that may be incurred in enforcing its obligations under this Addendum) including any and all claims and liability for losses or damage to the Property or injuries to persons for any cause or reason whatsoever arising out of or by reason of the occupancy of the Property by Underground, its agents, servants or any business of Underground.

8. **Assignment.** Underground shall not assign, mortgage, sublet or sublease the Property or any part thereof, without the advance written consent of City.

9. **Removal of Underground's Property.** Any equipment, machinery, goods or other property of Underground or its agents, not removed by Underground upon the termination of this Addendum, or upon any quitting, vacating or abandonment of the Property by Underground or upon Underground's eviction, shall be considered as abandoned and City shall have the right, subject to ten (10) days written notice to Underground, that City may sell or otherwise dispose of the same, at the expense of Underground, and shall not be accountable to Underground for any part of the proceeds of such sale, if any.

10. **Default.** If Underground shall fail to perform any of the covenants, conditions and agreements herein contained on its part to be kept or performed, Underground shall be in default hereunder. If Underground is in default and after a five (5) day notice to Underground describing the basis for the default and provided Underground has an additional ten (10) day period to cure its default, City may terminate this Addendum upon additional written notice advising Underground that the default remains uncured and this Addendum will end on the date fixed in said notice which shall not be less than fifteen (15) days after expiration of the cure period.

11. **Title and Quiet Enjoyment.** City covenants and represents that City is the owner of the Property and has the right and authority to enter into, execute and deliver this Addendum and does further covenant that so long as Underground pays all of the Rent and performs all of its other obligations hereunder, Underground shall peaceably and quietly have, hold and enjoy the Property without interference, hindrance, ejection or molestation by City.

12. **Validity of Addendum.** The terms, conditions, covenants and provisions of this Addendum shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

13. **Termination by City Without Cause.** Notwithstanding any other provision of this Addendum, the City shall have the right to cancel this Addendum at any time without cause, provided that fifteen (15) calendar days prior written notice is given to Underground of City's intent to terminate.

14. This Addendum does not, and shall not be construed to modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced in this Addendum. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Addendum, the terms and conditions set forth in this Addendum shall control. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed on its behalf by its duly authorized representative.

City of Hoboken

Underground Utilities Corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Amended Addendum
to the
Contract for Construction Services
between
Underground Utilities Corporation
and
City of Hoboken (Bid No. 16-09)**

THIS AMENDED ADDENDUM ("Amended Addendum") to the Contract for Construction Services dated December 1, 2016, (the "Agreement") is made as of the date of the last signature below (the "Effective Date"), by and between Underground Utilities Corporation, with its principal place of business at 711 Commerce Road, Linden, New Jersey 07036 ("Underground") and the City of Hoboken, with its principal place of business at 94 Washington Street, Hoboken, New Jersey 07030 ("City"). Underground and City are collectively from time to time referred to herein as the "Parties" with each being individually referred to as a "Party."

WHEREAS, City and Underground desire to modify the terms of the Agreement and Addendum.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Underground agree as follows:

1. Basic Information and Defined Terms. City will allow Underground to utilize a portion of City owned property according to the terms and conditions of this Amended Addendum. Further, in addition to the terms which are defined elsewhere in this Amended Addendum, the following basic information terms shall have the following meaning.

(a) **Property:** City owns the lot that is identified in the Hoboken City Tax Map as Block 113, Lot 1, which is approximately 30,300 square feet. Underground is authorized to use approximately 30,000 square feet of the lot (the "Property").

(b) **Permitted Use:** The Property may be used and occupied for the purpose of staging a construction area during the Washington Street Redesign Project.

(c) **Term:** The term is one (1) month which shall automatically renew on a month to month basis unless Underground notifies City, or City notifies Underground, in writing at least 15 days before the expiration of the term of an intention to terminate said Amended Addendum.

(d) **Commencement Date:** Underground may take immediate possession of the Property.

(e) **Rent:** Two thousand dollars (\$5,400.00) per month payable on the 15th of each month.

(f) **Security Deposit:** None

2. **Use.** The Property may be used and occupied for the purpose of staging a construction area during the Washington Street Redesign Project. Underground shall not allow the Property to be used for any purpose deemed unlawful, disreputable or extra hazardous. Underground will not commit waste and will not create any nuisance.

3. **Delivery of Possession.** City will deliver possession of the Property to Underground on the Commencement Date, "AS-IS" in its present condition.

4. **Repairs and Care.** Underground agrees that it shall maintain the Property in good condition and state of repair and at the end or other expiration of the term, shall deliver up the Property in good order and condition.

5. **Alternations; Improvements.** No alterations, additions or improvements shall be made, shall be installed in or attached to the Property without the advance written consent of City.

6. **Compliance with Laws.** Underground shall comply with all Municipal, State and Federal legal requirements with respect to its use of the Property or the use and occupation thereof, and Underground shall pay all costs, expenses, fines, penalties and damages which may be imposed upon City, because of its failure to comply with the provisions of this Section.

7. **Indemnification.** Underground will indemnify and hold harmless City from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees that may be incurred in enforcing its obligations under this Amended Addendum) including any and all claims and liability for losses or damage to the Property or injuries to persons for any cause or reason whatsoever arising out of or by reason of the occupancy of the Property by Underground, its agents, servants or any business of Underground.

8. **Assignment.** Underground shall not assign, mortgage, sublet or sublease the Property or any part thereof, without the advance written consent of City.

9. **Removal of Underground's Property.** Any equipment, machinery, goods or other property of Underground or its agents, not removed by Underground upon the termination of this Amended Addendum, or upon any quitting, vacating or abandonment of the Property by Underground or upon Underground's eviction, shall be considered as abandoned and City shall have the right, subject to ten (10) days written notice to Underground, that City may sell or otherwise dispose of the same, at the expense of Underground, and shall not be accountable to Underground for any part of the proceeds of such sale, if any.

10. **Default.** If Underground shall fail to perform any of the covenants, conditions and agreements herein contained on its part to be kept or performed, Underground shall be in default hereunder. If Underground is in default and after a five (5) day notice to Underground describing the basis for the default and provided Underground has an additional ten (10) day period to cure its default, City may terminate this Amended Addendum upon additional written notice advising Underground that the default remains

uncured and this Amended Addendum will end on the date fixed in said notice which shall not be less than fifteen (15) days after expiration of the cure period.

11. Title and Quiet Enjoyment. City covenants and represents that City is the owner of the Property and has the right and authority to enter into, execute and deliver this Amended Addendum and does further covenant that so long as Underground pays all of the Rent and performs all of its other obligations hereunder, Underground shall peaceably and quietly have, hold and enjoy the Property without interference, hindrance, ejection or molestation by City.

12. Validity of Amended Addendum. The terms, conditions, covenants and provisions of this Amended Addendum shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

13. Termination by City Without Cause. Notwithstanding any other provision of this Amended Addendum, the City shall have the right to cancel this Amended Addendum at any time without cause, provided that fifteen (15) calendar days prior written notice is given to Underground of City's intent to terminate.

14. This Amended Addendum does not, and shall not be construed to modify any term or condition of the original Agreement other than those specific terms and conditions expressly referenced in this Amended Addendum. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amended Addendum, the terms and conditions set forth in this Amended Addendum shall control. This Amended Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Amended Addendum to be executed on its behalf by its duly authorized representative.

City of Hoboken

Underground Utilities Corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

McGuire Associates, LLC

Real Estate Appraisers and Consultants

547 Summit Avenue, Jersey City, New Jersey 07306
Phone (201) 963-4444 • Fax (201) 963-0914

February 23, 2017

Stephen D. Marks, PP, AICP
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

RE: 1113 Madison Street
Hoboken, New Jersey
Block 103 Lots 7-26

Dear Mr. Marks:

In accordance with your request, I have completed my analysis as to the Fair Rental Value of the above property, and this letter is to advise you of my conclusion.

The subject property, Block 103 Lots 7-26, are located at the southeast corner of the intersection of Madison Street and Twelfth Street and the southwest corner of the intersection of Jefferson Street and Twelfth Street. The parcel contains a total area of 50,000 square feet or 1.1478 acres.

The property is zoned I-1 Industrial Zoning District.

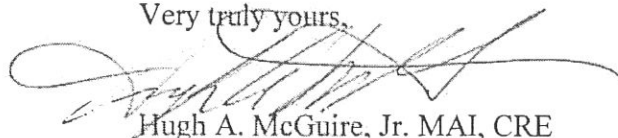
In arriving at the market rent for the subject property, I have considered the value of the land and a fair return on that value.

Industrial land values throughout Hoboken range from a low of \$32.00 per square foot to a high of \$40.00 per square foot.

Taking the mid-range of approximately \$36.00 per square foot, would indicate a per square foot value. Applying that value to the subject's 50,000 square feet, would result in an indicated value of \$1,800,000 for the entire parcel.

Based upon a 6% return the Fair Rental Value of the subject property is \$ 108,000.00 per year.

Very truly yours,



Hugh A. McGuire, Jr. MAI, CRE

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAR 01 2017

SPONSORED BY:

SECONDED BY:

James J. Sarena

N. N. N.

CITY OF HOBOKEN

RESOLUTION NO.: _____

CITY CLERK

**RESOLUTION AWARDING A CONTRACT TO SIRREEL
PRODUCTIONS LLC FOR AV AND WEB STREAMING SERVICES TO
THE CITY OF HOBOKEN IN THE AMOUNT OF \$23,500.00**

WHEREAS, the City of Hoboken utilized a competitive contracting RFP to solicit proposals for AV and Web Streaming Services to the City, specifically, to stream the City Council meetings; and,

WHEREAS, the City received two responsive proposals from: Sirreel Productions LLC and Malka Media; and,

WHEREAS, the proposals were reviewed and evaluated by designated individuals, and Sirreel Productions LLC received the highest score from all evaluators, in accordance with the attached memorandum; and,

WHEREAS, the Administration recommends awarding a contract to Sirreel Productions LLC in accordance with their proposal which is attached hereto, in the amount of \$22,500.00 per year plus a \$1,000.00 equipment charge, for a period of one (1) year, with four (4) one (1) year options to renew at the sole discretion of the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract is awarded to Sirreel Productions LLC for AV and Web Streaming Services, in accordance with the attached proposal of Sirreel, in the amount of \$23,500.00 total, for a one (1) year term to expire on March 1, 2018, with four (4) one (1) year options to renew at the sole discretion of the City, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Sirreel's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: March 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:


 STEPHEN MARKS
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


 BRIAN ALOIA, ESQ.
 CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO SIRREEL PRODUCTIONS LLC FOR AV AND WEB STREAMING SERVICES TO THE CITY OF HOBOKEN IN THE AMOUNT OF \$23,500.00

AMOUNT TO BE CERTIFIED:

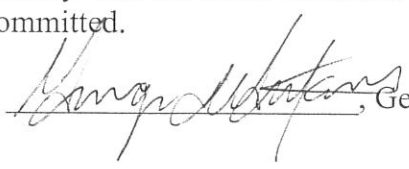
\$10,000.00 from temporary budget: 7-01-20-111-069
 \$13,500.00 remaining when full budget is adopted

ACCOUNT NUMBER TO CERTIFY FROM:

7-01-20-111-069

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$23,500.00 is available in the following appropriation: \$10,000.00 from 7-01-20-111-069 in the 2017 temporary appropriations; and I further certify that, upon adoption of the CY2017 final budget, I will immediately review same to determine whether the additional \$13,500.00 balance is available and appropriated in the CY2017 budget; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

CITY OF HOBOKEN
Office of Corporation Counsel

DAWN ZIMMER
Mayor



BRIAN ALOIA
Corporation Counsel

To: Mayor Dawn Zimmer
Stephen D. Marks, Business Administrator
Brian Aloia, Esq., Corporation Counsel
Patrick Wherry, Municipal Manager
Al Dineros, Purchasing Agent

From: Alyssa Bongiovanni, Esq. – Assistant Corporation Counsel
Re: Evaluation Results for: RFP 17-03- AV and Web Streaming of Council Meetings
Date: February 23, 2017

Please be advised, that as of February 7, 2017, all evaluations for AV and Web Streaming of the Council Meetings services to the City of Hoboken, in response to RFP 17-03 were received in the Law Department and reviewed. The evaluation results were as follows:

	Malka Media Group LLC	Sirreel Productions, LLC
Juan Melli	78	95
Jerry Lore	97	98
Patrick Wherry	95	100
Totals	270	293

The administration is hereby authorized to review the above evaluation results and proceed to contract for the above services in accordance therewith. Thank you.

E

Budget Account Maintenance

Add

Edit

Close

Delete

<<

>>

Detail

Account: 7-01-20-111-020

Desc: CITY COUNCIL O/E

...

Acct Type: Control

...

Cap Flag: ☒

Fund Type: Budget

...

Class Id:

...

Class Id 2:

...

Activity

Misc

G/L Accounts

Adopted Budget Detail

Activity To Date:

Encumber: 11,250.00

Expended: .00

Trans-In: .00

Trans-Out: .00

Reimburse: .00

Cancel: .00

Current Period:

Budgeted: 14,175.00

Balance: 2,925.00

YTD Requested: 2,800.00

Requested Balance: 125.00

Expended: .00

Trans-In: .00

Trans-Out: .00

Reimburse: .00

Control Account - No. of Sub-Accounts: 11.

February 28, 2017
01:48 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 02/28/17 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
7-01-20-111-069 General Expense - City Council	Encumbrance	CFO Cert for meeting 03/01/17 Sirree1	10,000.00	3

WARNING: This account would have a negative balance: 7-01-20-111-069. Balance would be: 10,000.00-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	10,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	10,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	10,000.00
Total:	1	10,000.00

There are warnings in this listing, but can proceed with update.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	10,000.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	10,000.00	Ref Num: 4717

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

Sponsored by:

Seconded by:

MAR 01 2017

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND 527 MONROE STREET LLC, OWNER OF BLOCK 67 LOTS 14-15 (a/k/a 527-531 Monroe Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to 527 Monroe Street LLC, owner of Block 67 Lots 14-15, more commonly known as 527-531 Monroe Street, Hoboken, represented by Mark Galorenzo, such a license.

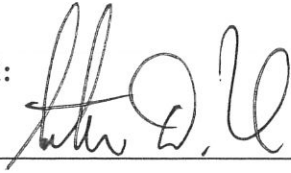
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, as follows:

- 1) Approval of the attached License Agreement between the City of Hoboken and 527 Monroe Street LLC, owner of Block 67 Lots 14-15, more commonly known as 527-531 Monroe Street, shall be subject and limited to the details and specifications included in the attached Application and Minervini Vandermark Architecture encroachment detail drawings (4 pages dated 01/10/2017);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately upon adoption.

Meeting Date: March 1, 2017

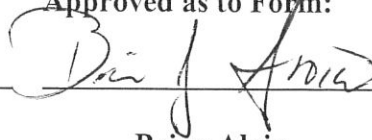
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

Approved:



Stephen Marks
Business Administrator

Approved as to Form:



Brian Aloia
Corporation Counsel

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2017, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSOR**") and **527 MONROE STREET LLC**, owner of Block 67 Lots 14-15, more commonly known as 527-531 Monroe Street, Hoboken, NJ 07030, represented by Mark Galorenzo (hereinafter referred to as the "**LICENSEE**").

WITNESSETH

WHEREAS, the **LICENSOR** owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Monroe Street R.O.W.; and

WHEREAS, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of constructing an 18 inch by 6 foot entrance canopy, two 12 inch by 11 foot window bays, two planting beds measuring 30 inches by 16 feet and 30 inches by 10 feet 8 inches, and two curb-side tree planting pits over the public right-of-way fronting onto Monroe Street; and

WHEREAS, the area of encroachment along Monroe Street will leave 9 feet 10 inches of sidewalk unobstructed for pedestrian egress along the block frontage; and

WHEREAS, in consideration of the license, the **LICENSEE** shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the **LICENSOR** desires to grant to the **LICENSEE** a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the **LICENSOR** and **LICENSEE**, hereby agree as follows:

- 1) Pursuant to §168-39 of the Municipal Code, the **LICENSEE** shall remit to the City of Hoboken a one-time application fee of twenty dollars.
- 2) The **LICENSOR** hereby grants the **LICENSEE**, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 67 Lots 14-15, to construct an entrance canopy, window bays, planting beds and tree planting pits over the public right-of-way adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 3) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by **LICENSOR** or **LICENSEE** without cause upon 90 day written notice, and may be terminated by the **LICENSOR** upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.
- 4) The **LICENSOR** retains the right to use the license area in any manner not inconsistent with the rights herein granted to the **LICENSEE** provided, however, that the **LICENSOR** shall not disturb the structural elements in any way without prior written notice to the **LICENSEE**.
- 5) The **LICENSEE** expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result

from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

- 6) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 7) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 8) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 10) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 11) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the County of Hudson and/or Hudson County Planning Board, when applicable, the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 12) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2017.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: 527 Monroe Street LLC, owner in fee of Block 67 Lots 14-15, more commonly known as 527-531 Madison Street, Hoboken, NJ, represented by Mark Galorenzo.

Signed: _____

Printed: _____,

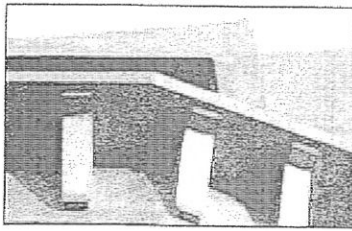
Mark Galorenzo representing 527 Monroe Street LLC
Owner of 527-531 Monroe Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2017.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS



Minervini Vandermark Architecture

360 Fourteenth Street
Hoboken, New Jersey 07030
T 201-386-0637
F 201-386-0628
www.mvarchitecture.com

January 11th, 2017

City Council
City of Hoboken
City Hall, 94 Washington Street
Hoboken, NJ 07030

Re: 527 Monroe Street,
Block 67, Lot 14,15
Hoboken, NJ

Section D - Continue

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

At 8'-2" above street level, from north end of west property line there is no encroachment for 8", then the encroachment extends 1'-6" into the R.O.W. it continues for 6'-0" and turns back to the west property line.

At the 2nd-4th floor, from the north end of the west property line there is no encroachment for 17'-7", then the encroachment extends 1'-0" into the R.O.W. it continues for 11'-0" and turns back to the west property line. There is no encroachment for 15'-4" and then extends 1'-0" into the R.O.W. for 11'-0" and goes back to the west property line.

Bay projections will be clad with aluminum composite metal panels.

Proposed planters at the grade level located in front of the building's façade, starts 11'-2" south from the north end of the west property line and extends for 2'-6" into the R.O.W. Continues for 16'-0" and goes back to the property line, after 23'-5" there is another 2'-6" encroachment into the R.O.W. for 10'-8" and turns back to the west property line.

The building has a green roof and a stormwater detention tank.

End of report.

Thank you,



Frank J. Minervini, AIA – Principal – Minervini Vandermark Architecture



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

527-31 MONROE STREET

Block: 67

Lot(s): 14,15

CITY OF HOBOKEN

Dawn Zimmer, Mayor

94 Washington Street
Hoboken, NJ 07030

Applicant: (If applicant is an LLC, a Corporate Disclosure
Statement must be filed as an attachment to this document.)

527 MONROE STREET LLC

Owner (if other than Applicant):

Address:

327 Garden Street Hoboken, NJ 07030

Address:

Date Received:

Phone: 551-427-3375

Phone:

e-mail: markgalorenzo@hotmail.com

e-mail:

A. Does the proposed work increase an existing encroachment of the public right-of-way: ☒ Yes ☐ No

B. The proposed right-of-way improvements are:

- ☐ 1. Stand-alone (not associated with other work) ☒ 2. Part of a new construction project. ☐ 3. Part of a renovation project.

C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):

- ☒ 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).
☒ 2. Photographs of the existing ROW condition.
☒ 3. Architectural drawings including the following details:
☒ a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
☒ b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
☒ c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.
☒ 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.
☒ 5. Metes and bounds description of the proposed area of encroachment.
☐ 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

See attached document

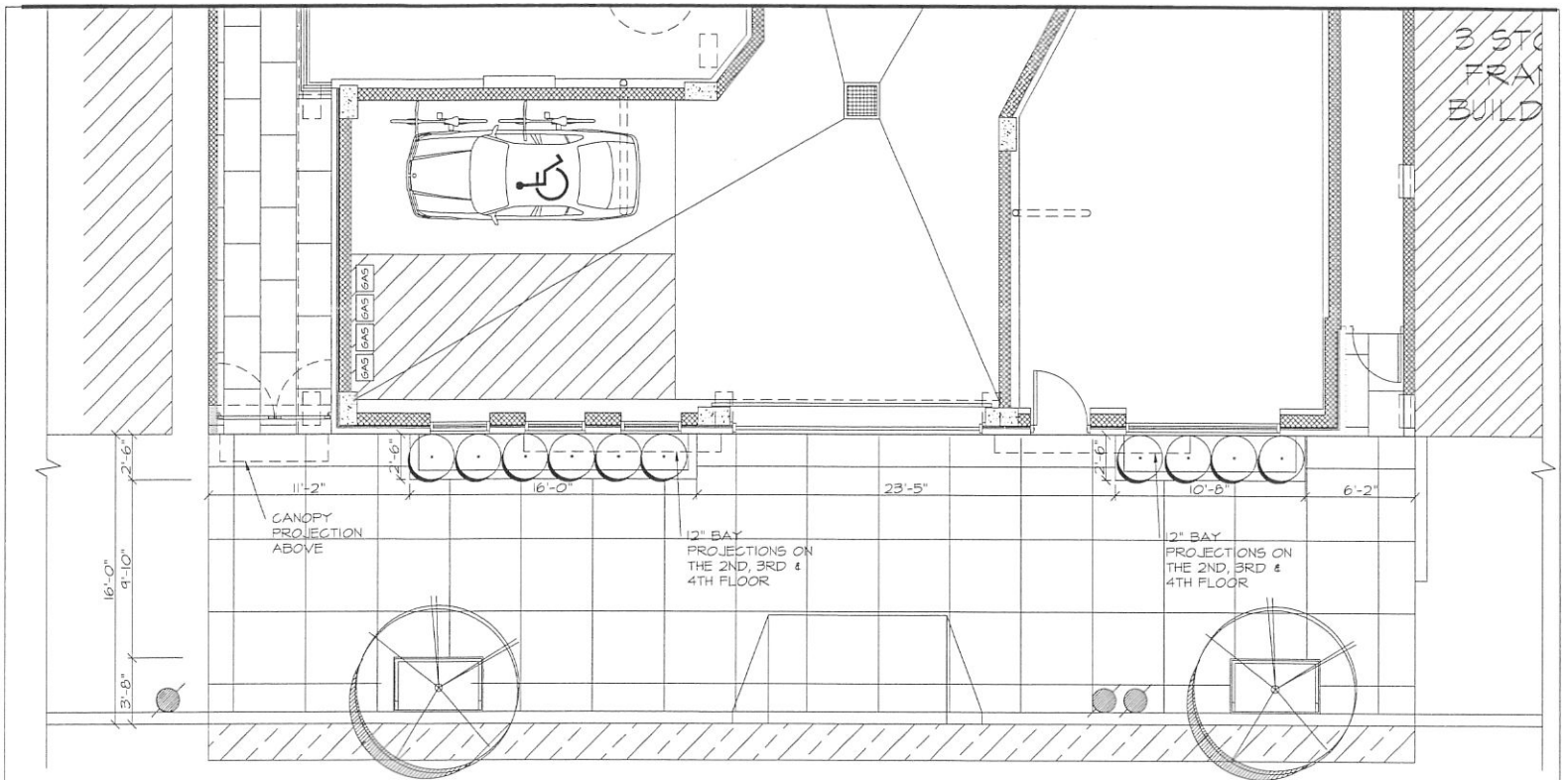
E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

The construction of canopy, bays and planters that enhance the look of a building are encouraged by the City of Hoboken Ordinance. The proposed canopy, bays and planters are consistent with this and with Hoboken precedents.

 1/14/17
Applicant's signature Date

Pursuant to NJSA 40:55D-48.1, the names and addresses of all persons owning 10% or more of the stock in a corporate applicant or 10% or greater interest in any partnership application must be disclosed. In accordance with NJSA 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns 10% or more interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding the 10% ownership criterion have been disclosed. (Attach additional pages as necessary to comply.)

[illegible]



1ST FLOOR (PARTIAL)

SCALE 3/16" = 1'-0"

3/16" = 1'-0" SCALE

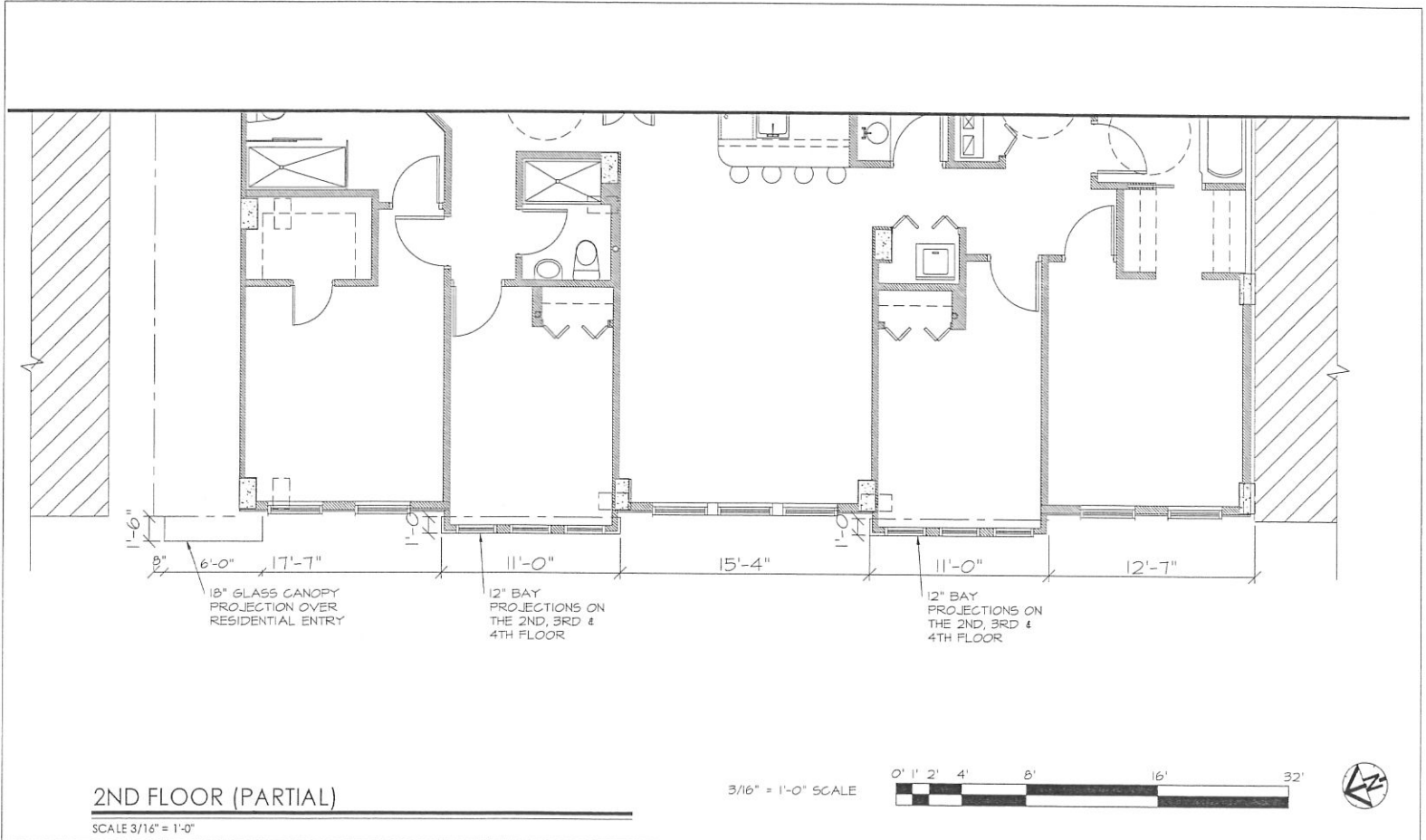


Minervini Vandemark
Architecture
340 Fourteenth Street
Hoboken, NJ 07030
P: 201-366-6137 • F: 201-386-0426
Email: info@mvarchitecture.com

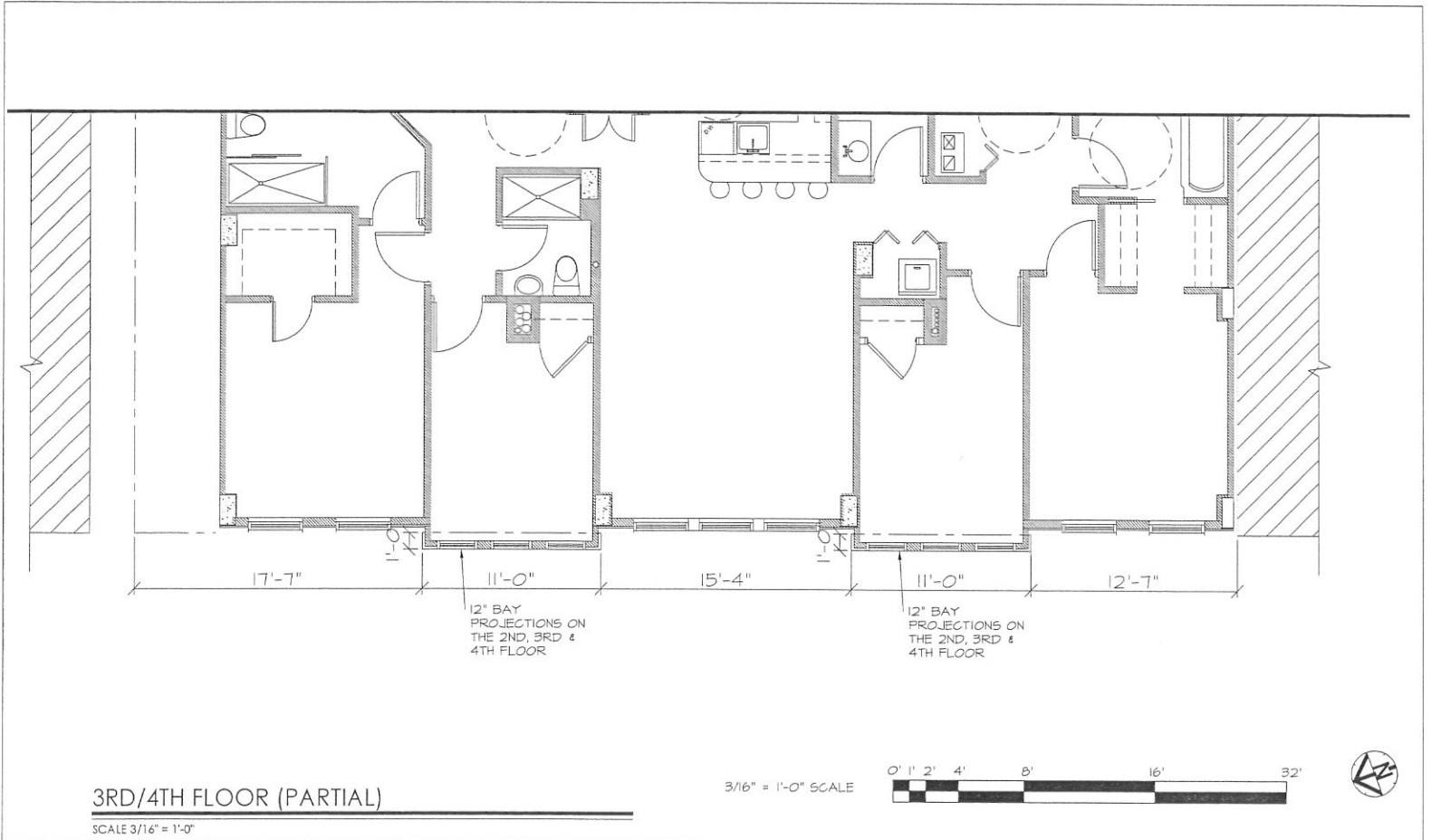
527 MONROE STREET
HOBOKEN, NEW JERSEY 07030

Date: 1/10/17
Project #: 15-1212
Drawn by: KLS
Tina J. Minervini, AIA
Project Architect
Anthony C. Vandemark, Jr., AIA
Project Architect

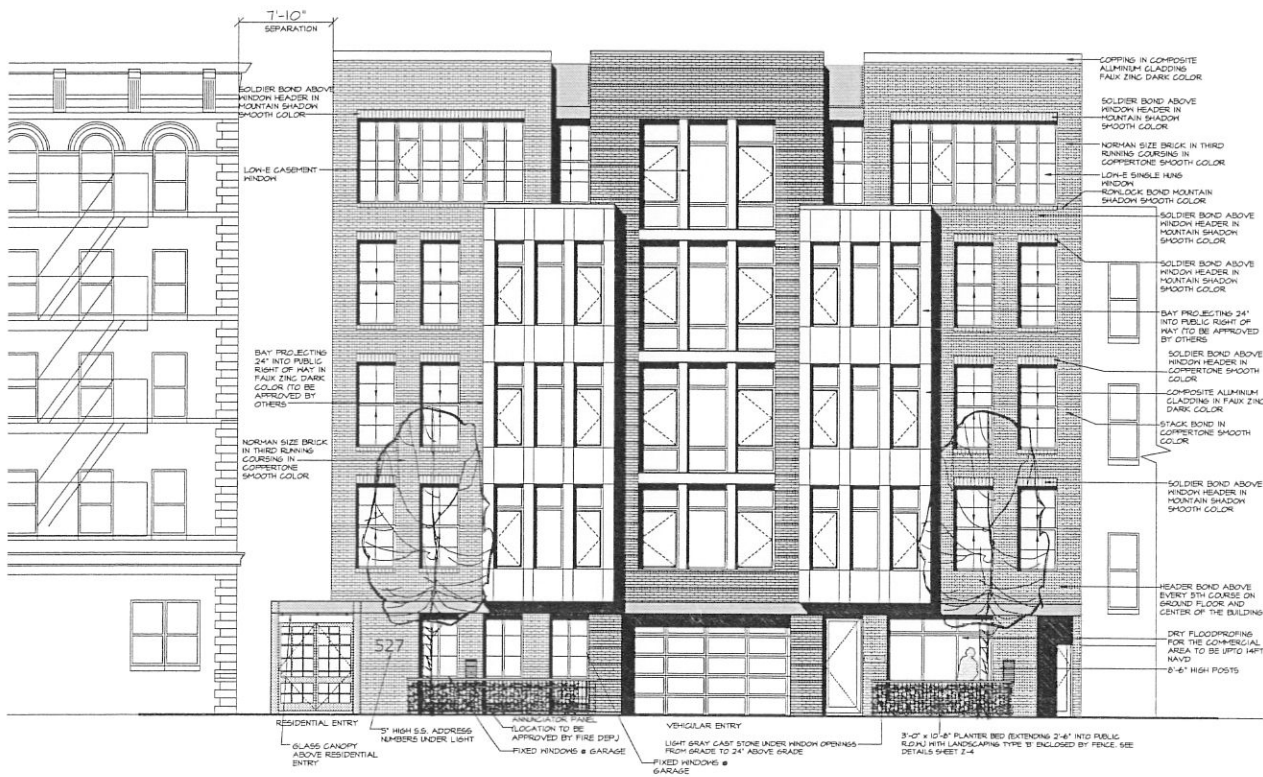




Minervini Vandemark Architecture 340 Fourteenth Street Hoboken, NJ 07030 P: 201-384-0437 • F: 201-384-0438 Email: info@mvmaarchitecture.com		<h1>527 MONROE STREET</h1> <p>HOBOKEN, NEW JERSEY 07030</p>	Date: 1/10/17 Project #: 15-1212 Drawn by: JMG Frank J. Minervini, AIA N.J. License # 12274 Anthony C. Vandemark, Jr., AIA N.J. License # 11165	Minervini Vandemark Architecture 
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Minervini Vandermak Architecture 340 Fourteenth Street Hoboken, NJ 07030 P: 201-386-0637 • F: 201-386-0226 Email: kvb@minvark.com	<h1>527 MONROE STREET</h1> <p>HOBOKEN, NEW JERSEY 07030</p>		Date: 1/10/17 Project #: 15-1212 Drawn by: JMS Title: Minervini, AIA NJ License #12576 Architect: Minervini, J. AIA NJ License #17495	Minervini Vandermak Architecture
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MONROE STREET FACADE

SCALE 1/8" = 1'-0"

1/8" = 1'-0" SCALE



527 MONROE STREET
HOBOKEN, NEW JERSEY 07030

Minervini Vandemark
Architecture
310 Fourteenth Street
Hoboken, NJ 07030
P: 201-386-6137 • F: 201-386-6428
Email: info@mvmaarchitecture.com

Date: 1/10/17
Project #: 15-1212
Drawn by: MS
Check: Minervini, AIA
No license #1205
Architect: Minervini, AIA
No license #17496





SITE PHOTOS

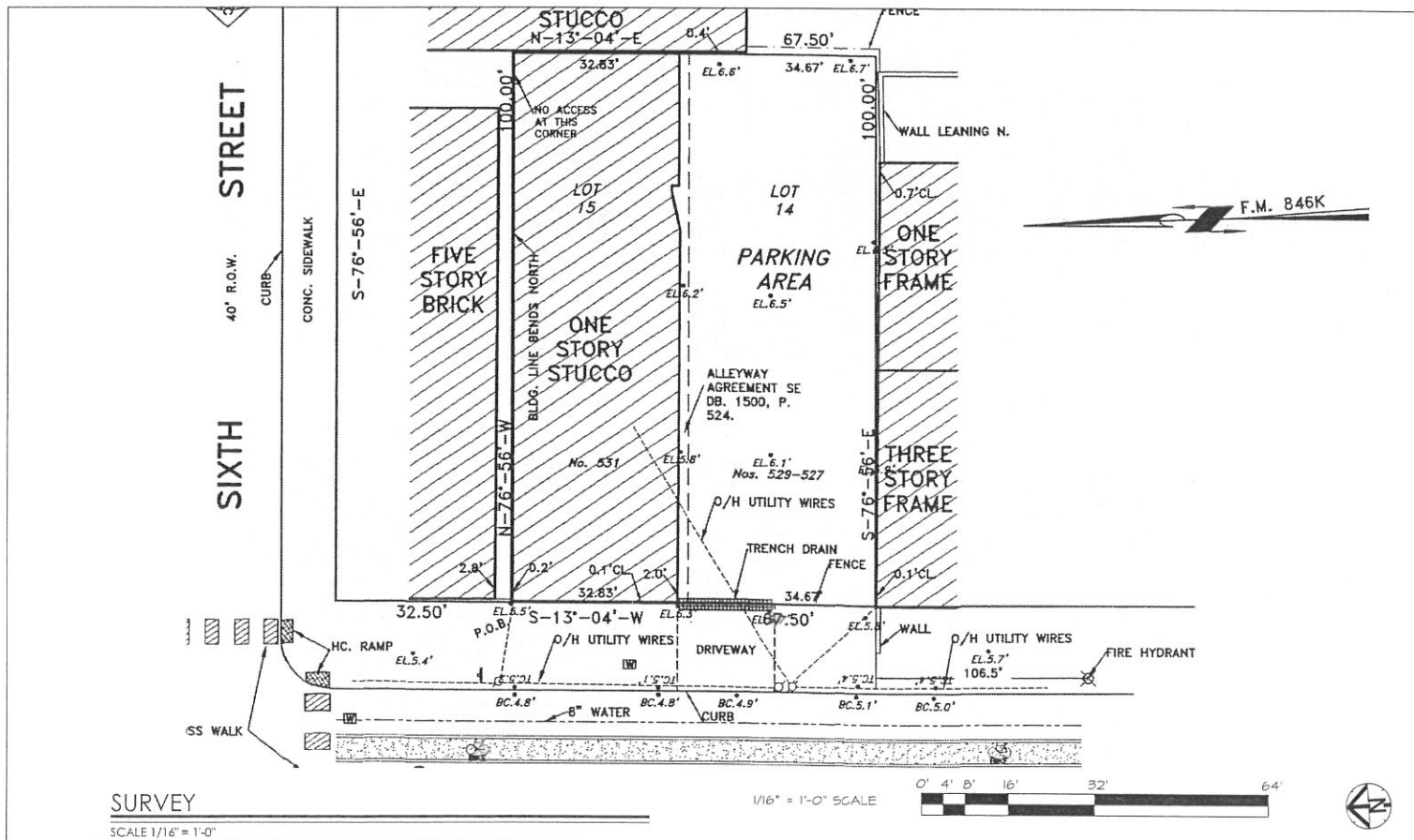
SCALE: N.T.S.

Minervin Vandermark
Architecture
348 Fourteenth Street
Hoboken, NJ 07030
P: 201-385-0637 • F: 201-385-0628
Email: info@mvadarchitecture.com

527 MONROE STREET
HOBOKEN, NEW JERSEY 07030

Date: 1/10/17
Project #: 15-1212
Drawn by: JVS
Rough: Minervin, JVS
Revisions: 1/10/17
Anthony C. Vandermark, Jr. AIA
NJ License #17616

Minervin Vandermark
Architecture



RESOLUTION OF APPROVAL

APPLICATION OF 527 MONROE STREET LLC

IN THE MATTER OF
527 MONROE STREET LLC

: PLANNING BOARD OF THE
: CITY OF HOBOKEN
: APPLICATION NO. HOP-16-16
: BLOCK 67, LOTS 14 AND 15
: 527-529 MONROE STREET

WHEREAS, 527 Monroe Street LLC, requested Minor Site Plan approval pursuant to N.J.S.A. 40:55D-46.1 and variances pursuant to N.J.S.A. 40:55D-70(c)(2) to construct a new five-story, eight-unit residential building with seven (7) parking spaces and one 600 square foot commercial space on the ground floor on the property located at Block 67, Lots 14 and 15, on the tax map of the City of Hoboken, being commonly known as 527-529 Monroe Street, New Jersey and said premises being in the R-3 Zone; and

WHEREAS, the Board held a public hearing on said application on September 6, 2016; and

WHEREAS, the applicant has provided adequate notice of the application and the hearing in accordance with N.J.S.A. 40:55D-12; and

WHEREAS, the applicant was represented by Counsel, Robert Matule, Esquire; and

WHEREAS, the Board has heard the testimony and evidence presented by the applicant, and has received no comments from the public.

NOW, THEREFORE BE IT RESOLVED, that the Planning Board of the City of Hoboken, County of Hudson and State of New Jersey, made the following findings of fact:

1. The Board found the application complete.
2. According to the application, the applicant requests Minor Site Plan Approval and the following variance:
 - A. For proposed lot coverage of 62.1%, whereas 60% is the maximum permitted.

- B. For proposed height of 41.5 feet, whereas 40 feet is the maximum permitted.
 - C. For a retail component proposed, whereas no retail component is permitted when none exist on the block.
3. Based upon the comments of applicant's Attorney, Robert Matule, Esquire, the Board heard the following:
- A. The applicant is proposing to construct a new mixed-use building with eight residential units on four floors over a ground floor commercial unit and parking.
 - B. The applicant was before the Board in June 2016 with a similar proposal; however, the Board ultimately denied this proposal due to the large amount of lot coverage and small rear yard.
 - C. The applicant revised its plan and has significantly reduced the footprint of the building.
4. Based upon the sworn and qualified testimony of the applicant's Architect, Frank Minervini, AIA, the Board made the following findings of fact:
- A. The proposal is similar to the previous proposal, in the aspect that the applicant is still seeking approval for a mixed-use building with eight residential units on four floors above ground floor parking and 600 square feet of commercial space.
 - B. However, the difference between the denied proposal and the current proposal is that the lot coverage has been substantially reduced and the size of the rear balconies have been reduced in an effort to remove variance relief needed for rear yard setback.
 - C. The footprint of the building itself will have 60% lot coverage; the additional 2.1% is requested for the proposed rear balconies, which will be 5 feet 2 inches in depth.

- D. The design for the proposed new building is driven by a condition of the neighboring property, which contains a five-story ten-unit residential building 2 feet 10 inches off of the property line. The neighboring building also contains over 20 windows on the southern sidewall facing the subject property.
 - E. The proposed mixed-used building was designed with the circumstance of the neighboring building in mind, and as a result the proposed building will be setback along the property line 5 feet in one section and 8.5 feet in another section, so as not to block the air and light to the neighboring windows.
 - F. The front of the building will feature two 12 inch bay projections.
 - G. The open space proposed for the building consists of four rear yard spaces, two rooftop decks, and four balconies.
- 5. The Board felt confident that the applicant's significant reduction in size of their proposal was a major improvement from their previously denied application.
 - 6. The Board appreciated the applicant's consideration of the neighboring property, and found the style and design of the proposed mixed-use building to be cohesive with the surrounding property conditions. More specifically, the side yard setbacks of the proposed building will allow for the passage of light and air to the many neighboring windows.
 - 7. The Board concluded that the new proposal would have much less of an impact on the adjacent properties given that the relief requested for lot coverage is *de minimis* and the rear yard setback variance has been removed.
 - 8. The negative impacts arising from this proposal will not impinge on the light, air, or privacy of the surrounding property owners and are mitigated by the conditions of approval.
 - 9. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board determined that the applicant's Minor Site Plan pursuant to N.J.S.A. 40:55D-46.1 to be sufficient as to style and design and the Board approved the applicant's request; and

WHEREAS, the Board, after careful deliberation, found that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(2) because the proposed mixed-use building will have a minimal impact on the surrounding properties as it will be designed with the neighboring properties in mind, and will be an improvement to the property as described in N.J.S.A. 40:55D-2(a) "To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;" and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact, provided all conditions of approval are satisfied or met; and

WHEREAS, the Board has determined that the relief sought does not impair the intent and purpose of the Master Plan or Zoning Ordinance of the City of Hoboken.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Planning Board of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 6th day of September, 2016, upon a motion made by Caleb McKenzie and seconded by Ryan Peene that the application of 527 Monroe Street LLC, is approved, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meeting of September 6, 2016.
2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.
3. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law, including but not limited to the Municipality's and State's affordable housing regulations; and the applicant shall comply with any requirements or conditions of such approvals or permits.

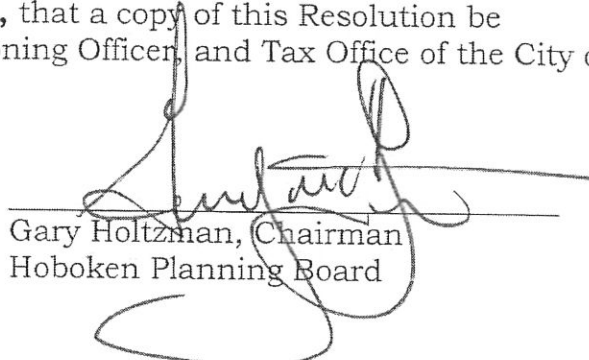
4. The applicant must comply with the Development Fee Ordinance of the City of Hoboken, if applicable, which Ordinance is intended to generate revenue to facilitate the provision of affordable housing.
5. This approval is subject to the applicant's continuing obligation to ensure that the fees generated on this application by the Board's Planner, Engineer, and Attorney are fully paid prior to the issuance of a building permit and/or the issuance of the Certificate of Occupancy.
6. The applicant's plan must comply with the Hoboken Flood Plain Ordinance, and that plan is to be submitted to the Flood Plain Manager for her review and approval and the North Hudson Sewerage Authority for its approval prior to submitting plans to the construction office.
7. The Board's Engineer and Planner are to submit a memo to be attached as an exhibit to the Resolution identifying all unmet comments or technical commitments made during the hearing.
8. The roof deck is not to be more than 1,215 square feet or 30% of the roof.
9. The applicant is to record a Deed Restriction requiring the future owner or owners of the building to maintain the green roof for the life of the building in accordance with the maintenance plan. The applicant must include a description of the green landscaped area and a list of the botanicals to be used, attached as an Exhibit to the Deed Restriction. The Deed Restriction must be submitted to the Board's Attorney for his review and approval and must be recorded prior to the issuance of a first Certificate of Zoning.
10. The approval is subject to the satisfying all the comments set forth in the reports of the Board Engineer and Board Planner, to their satisfaction.
11. Publication of a notice of this decision will be published by the applicant in one of the City's officially designated newspapers. A copy of the published notice shall be provided to the Board's Secretary no later than thirty (30) days from the date of memorialization.

VOTE ON ROLL CALL:

IN FAVOR: Frank Magaletta; Caleb Stratton; James Doyle; Ann Graham;
Caleb McKenzie; Ryan Peene; Tom Jacobson; Gary
Holtzman

OPPOSED:

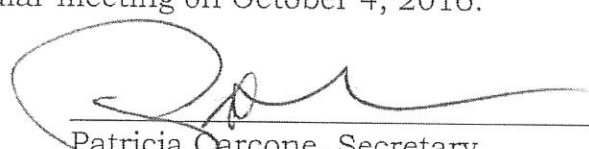
BE IT FURTHER RESOLVED, that a copy of this Resolution be
forwarded to the applicant, Zoning Officer, and Tax Office of the City of
Hoboken.



Gary Holtzman, Chairman
Hoboken Planning Board

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution
approved September 6, 2016 and duly adopted as to form by the
Planning Board at its regular meeting on October 4, 2016.



Patricia Carcone, Secretary
Hoboken Planning Board

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this 29th day of November 2016 by and between the City of Hoboken (the "City") and the Hoboken Municipal Supervisors Association (hereinafter "Union").

WITNESSETH:

WHEREAS, the City is the public employer of all non-uniformed municipal supervisors in the bargaining unit as listed in Appendix A of the parties Agreement; and

WHEREAS, the Union represents for the purposes of collective negotiations all non-uniformed municipal supervisors as listed in Appendix A of the parties Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2014 (hereinafter "Agreement"); and

WHEREAS, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Union members from January 1, 2015, through December 31, 2017; and

WHEREAS, the parties wish to memorialize those terms and conditions of employment governing the parties' labor relations for the aforesaid period of time.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2008, through December 31, 2014, shall remain in full force and effect, except as expressly modified herein.
2. The terms of the new Agreement shall cover January 1, 2015, through December 31, 2017.
3. The base salary costs for each step of the salary guides shall be increased by the following amounts.
 - a. 2% effective January 1, 2015;
 - b. 2% effective January 1, 2016; and
 - c. 2% effective January 1, 2017.
4. Any employees hired on or after January 1, 2017, shall not be entitled to longevity. Therefore Article XII – Longevity of the parties Agreement shall be amended to provide that "Any employee hired on or after January 1, 2017, shall not be entitled to Longevity. Employees hired before September 2, 2003, shall be paid Longevity according to the following schedule:" The second

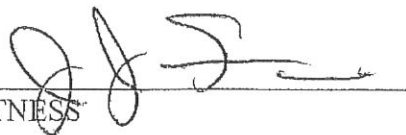
schedule of the Longevity article shall also be amended to read "For employees hired on or after September 2, 2003, but before December 31, 2016, the Longevity schedule shall be as follows:" The remainder of the article shall be left unchanged.

5. Any employees hired on or after January 1, 2017, shall not be entitled to Terminal Leave. Therefore Article XV -- Terminal Leave of the parties Agreement shall be amended to provide that "Any employee hired on or after January 1, 2017, shall not be entitled to Terminal Leave."
6. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
7. The Union conducted a ratification meeting and voted to accept the above contractual terms. Therefore, this Memorandum of Agreement shall be presented to the City for approval.
8. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the City, officers, or members of the Union, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

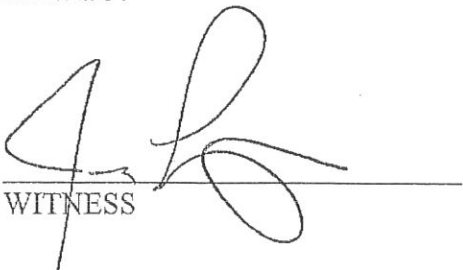
City of Hoboken

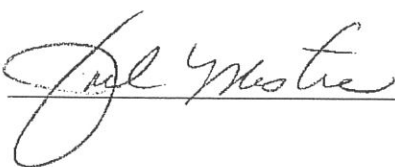
WITNESS 



ATTEST:

Hoboken Municipal Supervisors Association

WITNESS 



A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: MAR 01 2017

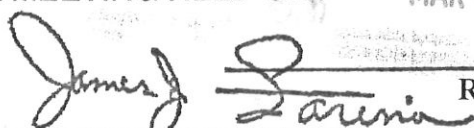
SPONSORED BY: 

SECONDED BY: 

CD2

CITY OF HOBOKEN

RESOLUTION NO.: _____


**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
CITY OF HOBOKEN AND SMITH-GEORGE LLC, OWNER OF BLOCK 17
LOTS 13-14 (a/k/a 75-77 Madison Street), FOR USE AND MAINTENANCE
OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID
PROPERTY**

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to Smith-George LLC, owner of Block 17 Lots 13-14, more commonly known as 75-77 Madison Street, Hoboken, represented by Paraic Monaghan, such a license.

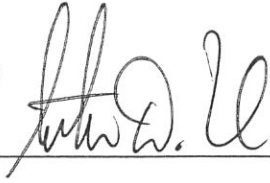
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, as follows:

- 1) Approval of the attached License Agreement between the City of Hoboken and Smith-George LLC, owner of Block 17 Lots 13-14, more commonly known as 75-77 Madison Street, shall be subject and limited to the details and specifications included in the attached Application and Minervini Vandermark Architecture encroachment detail drawings (4 pages dated 01/12/2017);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: March 1, 2017

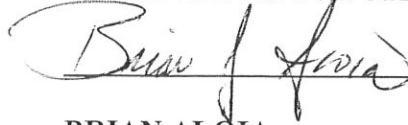
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

APPROVED:

A handwritten signature in black ink, appearing to read "S. Marks", written over a horizontal line.

STEPHEN MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Brian Aloia", written over a horizontal line.

BRIAN ALOIA
CORPORATION COUNSEL

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2017, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **SMITH-GEORGE LLC**, owner of Block 17 Lots 12-14, more commonly known as 75-77 Madison Street, Hoboken, NJ 07030, represented by Paraic Monaghan (hereinafter referred to as the “**LICENSEE**”).

WITNESSETH

WHEREAS, the **LICENSOR** owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Madison Street R.O.W.; and

WHEREAS, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of constructing two entrance canopies with encroachments measuring 6 inches by 7 feet 8 inches and 3 feet by 19 feet 8 inches; a Juliet railing measuring 12 inches by 16 feet, a planting bed measuring 3 feet 6 inches by 15 feet 8 inches, and two tree planting pits over the public right-of-way fronting onto Madison Street; and

WHEREAS, the area of encroachment along Madison Street will leave 9 feet 9 inches of sidewalk unobstructed for pedestrian egress along the block frontage; and

WHEREAS, in consideration of the license, the **LICENSEE** shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the **LICENSOR** desires to grant to the **LICENSEE** a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the **LICENSOR** and **LICENSEE**, hereby agree as follows:

- 1) Pursuant to §168-39 of the Municipal Code, the **LICENSEE** shall remit to the City of Hoboken a one-time application fee of twenty dollars.
- 2) The **LICENSOR** hereby grants the **LICENSEE**, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 17 Lots 13-14, to construct entrance canopies, a Juliet railing, planting beds and tree planting pits over the public right-of-way adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 3) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by **LICENSOR** or **LICENSEE** without cause upon 90 day written notice, and may be terminated by the **LICENSOR** upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.
- 4) The **LICENSOR** retains the right to use the license area in any manner not inconsistent with the rights herein granted to the **LICENSEE** provided, however, that the **LICENSOR** shall not disturb the structural elements in any way without prior written notice to the **LICENSEE**.
- 5) The **LICENSEE** expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result

from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

- 6) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 7) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 8) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 10) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 11) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the County of Hudson and/or Hudson County Planning Board, when applicable, the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 12) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2017.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Smith-George LLC, owner in fee of Block 17 Lots 13-14, more commonly known as 75-77 Madison Street, Hoboken, NJ, represented by Paraic Monaghan.

Signed: _____

Printed: _____,

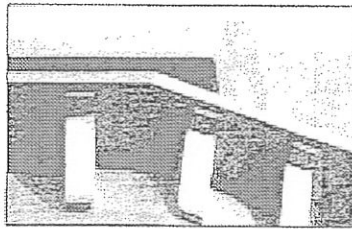
Paraic Monaghan representing Smith-George LLC
Owner of 75-77 Madison Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2017.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS



Minervini Vandermark Architecture

360 Fourteenth Street
Hoboken, New Jersey 07030
T 201-386-0637
F 201-386-0628
www.mvarchitecture.com

January 12th, 2017

City Council
City of Hoboken
City Hall, 94 Washington Street
Hoboken, NJ 07030

Re: 75-77 Madison Street,
Block 17, Lot 13,14
Hoboken, NJ

Section D - Continue

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

Canopies above street level:

At 8'-8" above street level, from north end of west property line there is no encroachment for 1'-8", then the encroachment extends 6" into the R.O.W. it continues for 7'-8" and turns back to the west property line.

Canopy above entry/egress door is 1'-4" tall dark gray metal clad with outdoor rated recessed lights on underside.

Continues at the same level there is no encroachment for 3'-6" and then extends 3'-0" into the R.O.W. it continues for 19'-8" and goes back to the west property line.

Canopy is 1'-4" tall dark gray metal clad cable supported canopy. Signage by owner spec.


At the 4th floor, from the north end of the west property line there is no encroachment for 14'-8", then the encroachment extends 1'-0" into the R.O.W. it continues for 16'-0" and goes back to the west property line.

Proposed planters at the grade level located in front of the building's façade, starts 34'-4" south from the north end of the west property line and extends for 3'-6" into the R.O.W. Continues for 15'-8" and goes back to the property line.

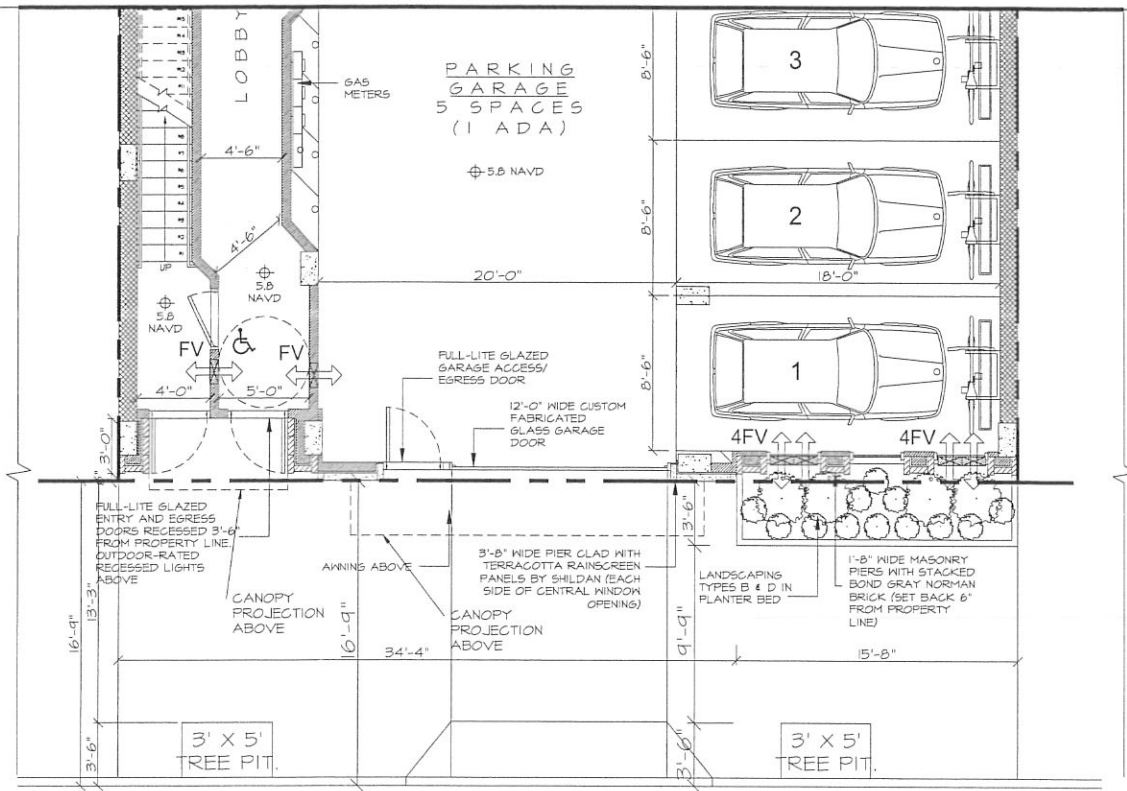
The building has a green roof and a stormwater detention tank.

End of report.

Thank you,



Frank J. Minervini, AIA – Principal – Minervini Vandermark Architecture



1ST FLOOR (PARTIAL)

SCALE 3/16" = 1'-0"

3/16" = 1'-0" SCALE

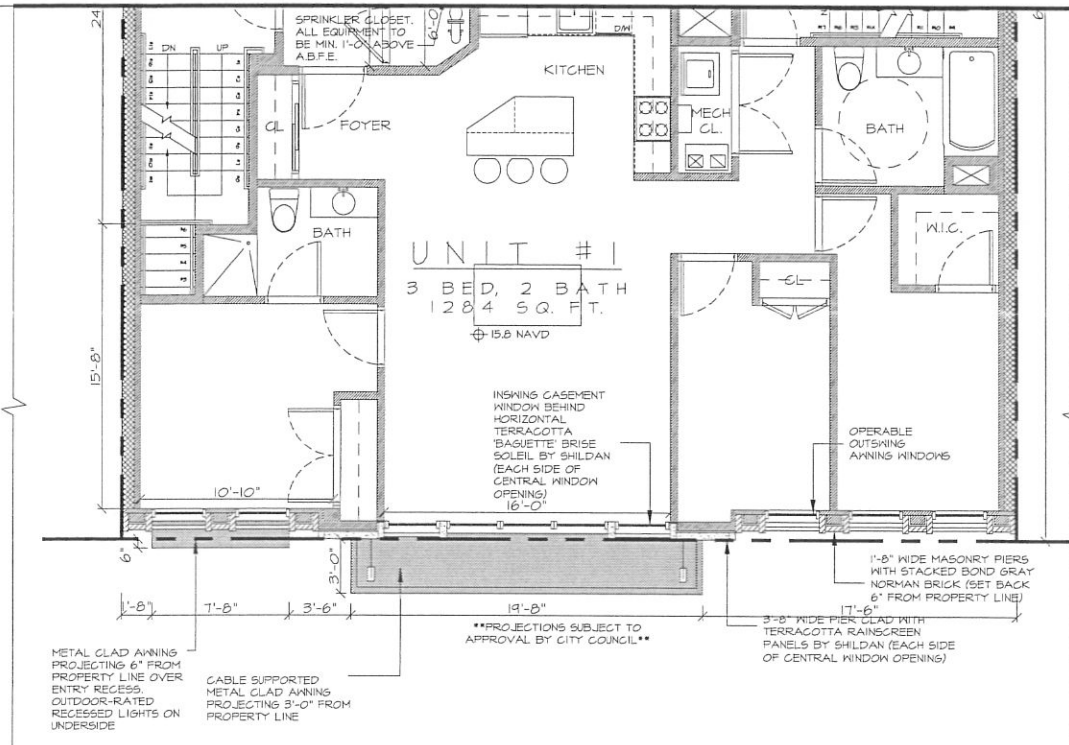


Minervini Vandemark
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Email: info@minerviniarchitecture.com

75-77 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Date: 1/12/17
Project #: 14-1195
Drawn by: MS
Type: Minervini, AIA
No. License #10254
Architect: C. Minervini, AIA
No. License #17476





2ND FLOOR (PARTIAL)

SCALE 3/16" = 1'-0"

3/16" = 1'-0" SCALE

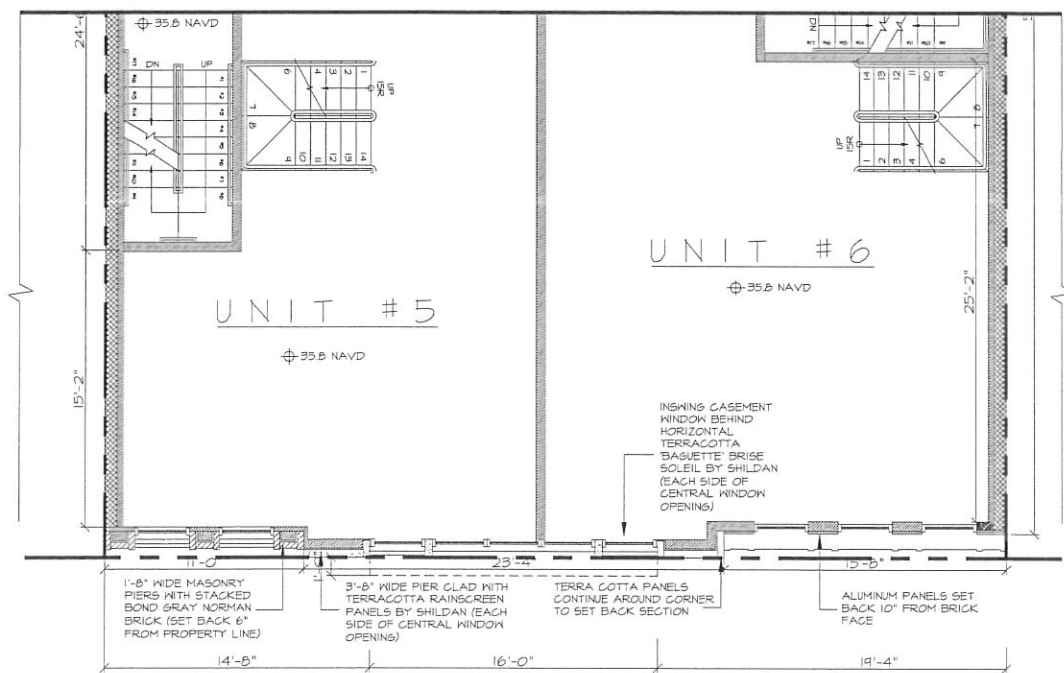


75-77 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Minervini Vandemark
Architecture
340 Fourteenth Street,
Hoboken, NJ 07030
P: 201-366-0637 • F: 201-366-0628
Email: info@minerviniarchitecture.com

Date: 1/12/17
Project #: 14-1195
Drawn by: MS
T.O.P.: MINERVINI, AIA
N.J. License # 1255
A.P.P.: L. VANDERMARK, P.E. AIA
N.J. License # 17456





4TH FLOOR (PARTIAL)

SCALE 3/16" = 1'-0"

3/16" = 1'-0" SCALE

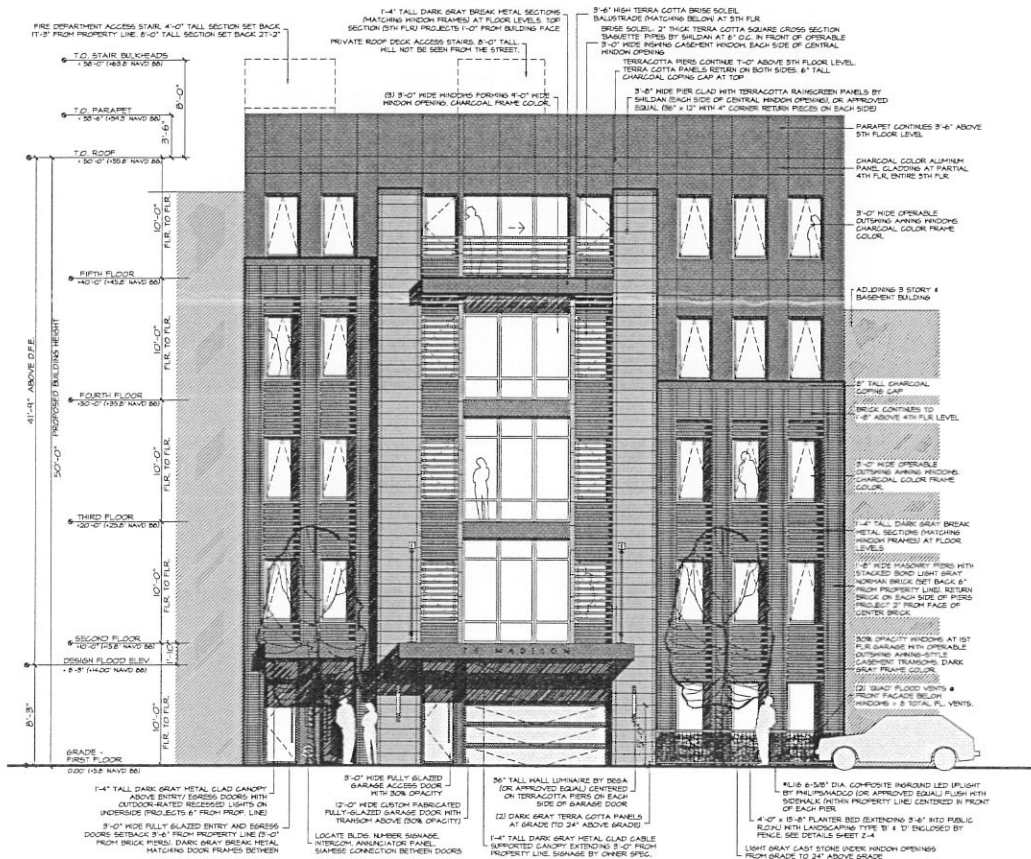


Minervini Vandemark
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 Email: info@mvarchitecture.com

75-77 MADISON STREET
 HOBOKEN, NEW JERSEY 07030

Date: 1/12/17
 Project #: 14-1195
 Drawn by: MS
 Check: Minervini, AIA
 Minervini 41252
 Minervini, C. Vandemark, Jr. AIA
 Minervini 41250





MADISON STREET FACADE

SCALE 1/8" = 1'-0"

1/8" = 1'-0" SCALE

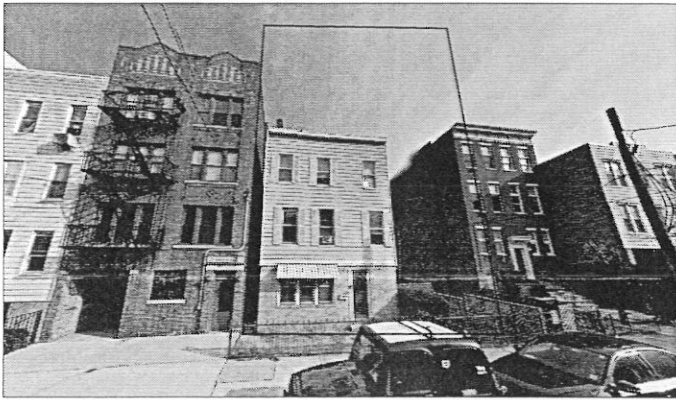


75-77 MADISON STREET HOBOKEN, NEW JERSEY 07030

Minevini Vandemat
Architecture
340 Fourteenth Street,
Hoboken, NJ 07030
P: 201-384-0037 • F: 201-384-0478
Email: info@mvadarchitecture.com

Date: 1/12/17
Project #: 14-1195
Drawn by: JMS
Trix: J. Minevini, AIA
Nicholas F. D'Amico
Anthony C. Vandemat, Jr. AIA
Tullio C. F. F. F.





SITE PHOTOS

SCALE : N.T.S.

Miravshi Vandermark
Architecture
340 Fourteenth Street,
Hoboken, NJ 07030
P: 201-364-6037 • F: 201-364-6038
Email: info@mvarchitecture.com

75-77 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Date: 1/12/12
Project #: 14-1195
Drawn by: MS
Architect: Miravshi, AIA
Architect: Vandermark, AIA
Architect: C. Vandermark, AIA
Architect: K. Vandermark, AIA



SURVEY OF PROPERTY

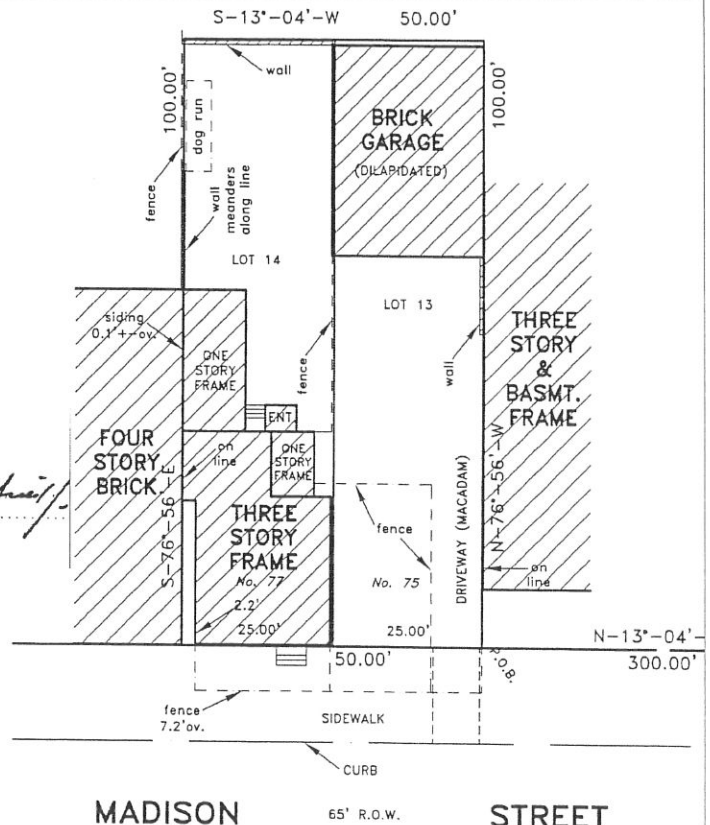
LOCATED AT **75-77 MADISON STREET**
HOBOKEN, HUDSON COUNTY., N.J.

BLOCK **17**
 LOT **13 & 14**
 DATE **FEBRUARY 12, 2016**
 SCALE 1 INCH = 20 FEET

A written "Waiver and Direction Not to Set Corner Markers has been obtained from the ultimate user pursuant to P.L. 2003, c.14 (N.J.S.A. 45:8-36.3) and N.J.A.C. 13:40-5.1(d)."

THIS SURVEY IS NOT TO BE USED AS A BASIS FOR ANY CONSTRUCTION. IT IS SUBJECT TO THE FACTS REVEALED BY AN ACCURATE AND COMPLETE TITLE SEARCH. THE CERTIFICATION IS MADE ONLY TO THE PARTIES NAMED HEREON, AND IS NONTRANSFERABLE. BEARINGS ARE RELATIVE.

P.L. Caulfield, Jr.
 P.L. CAULFIELD, JR.
 PROP. LAND SURVEYOR
 N.J. LIC. NO. 16757



SURVEY

SCALE 1/16" = 1'-0"

1/16" = 1'-0" SCALE



75-77 MADISON STREET STREET
 HOBOKEN, NEW JERSEY 07030

Minervini Vandemark
 Architecture
 345 Fourteenth Street,
 Hoboken, NJ 07030
 P: 201-384-6137 - F: 201-384-6126
 Email: info@minervinivandemark.com

Date: 1/12/17
 Project #: 14-1195
 Drawn by: MS
 Title: Survey, AIA
 License #11276
 Minervini Vandemark, LLC, AIA
 License #11765





APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

75-77 MADISON STREET

Block: 17

Lot(s): 13,14

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Date Received:

Applicant: (If applicant is an LLC, a Corporate Disclosure
Statement must be filed as an attachment to this document.)

SMITH - GEORGE, LLC

Address:

209 ROBIN HOOD RD

Phone: 917-776-6466

e-mail: paraicmonaghan@gmail.com

Owner (if other than Applicant):

Address:

Houartside, NJ 07092.

Phone: 917 776 6466

e-mail: paraicmonaghan@gmail.com

A. Does the proposed work increase an existing encroachment of the public right-of-way: ☒ Yes ☐ No

B. The proposed right-of-way improvements are:

- ☐ 1. Stand-alone (not associated with other work) ☒ 2. Part of a new construction project. ☐ 3. Part of a renovation project.

C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):

- ☒ 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).
☒ 2. Photographs of the existing ROW condition.
☒ 3. Architectural drawings including the following details:
 ☒ a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
 ☒ b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
 ☒ c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.
☒ 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.
☒ 5. Metes and bounds description of the proposed area of encroachment.
☐ 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

See attached document

E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

The construction of canopy and planters that enhance the look of a building are encouraged by the City of Hoboken Ordinance. The proposed canopy and planters are consistent with this and with Hoboken precedents.

Applicant's signature

1/12/2017
Date

FORM No: H.ROW.5.17.16

Pursuant to NJSA 40:55D-48.1, the names and addresses of all persons owning 10% or more of the stock in a corporate applicant or 10% or greater interest in any partnership application must be disclosed. In accordance with NJSA 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns 10% or more interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding the 10% ownership criterion have been disclosed.
(Attach additional pages as necessary to comply.)

[illegible]

**APPLICATION OF
SMITH-GEORGE, LLC**

Page 1 of 6

- A. For proposed lot coverage of 61.28%, whereas 60% is the maximum permitted.
 - B. For proposed façade masonry of 53.1%, whereas 75% is required.
 - C. For a height variance for 41'10" (above DFE), whereas 40 (above DFE) feet is the maximum permitted.
3. Based upon the comments of applicant's Attorney, Robert C. Matule, Esquire, the Board heard the following:
- A. The applicant's lot is 50 feet wide by 100 feet deep.
 - B. The applicant is proposing to construct a new five (5) story residential building with seven (7) residential units and ground floor parking. [The applicant originally sought 8 residential units, but amended its request.]
4. Based upon the sworn and qualified testimony of the applicant's Architect, Frank Minervini, AIA, the Board made the following findings of fact:
- A. Currently there is an existing three-story, two-family building at the front of the property, and a one-car garage at the rear of the property.
 - B. The new building will be raised to create four (4) stories above DFE with a total of seven (7) residential units, as well as an elevator to service all floors.
 - C. The residential units will be 1,270-1,310 square feet.
 - D. The second floor will have a 5 foot by 7 foot deck, which will access the rear yard by a spiral staircase.
 - E. Floors two, three and four will have a 12 foot by 5 foot cantilevered balcony.

- F. Floor five will have private access through a spiral staircase to one of the two proposed roof decks.
 - G. The existing driveway will be removed, and the new driveway will be located in the center of the building.
 - H. The parking garage will be wet flood proofed and have flood vents, and the lobby will be dry flood proofed.
 - I. There will be five parking spaces along the southern wall of the parking garage, each with a wall mounted bicycle storage rack and an electric car charging station. There will also be a bicycle storage closet in the back.
 - J. The parking garage will have 10 foot floor-to-floor heights, and will have an ADA accessible handicapped van parking space.
 - K. The lobby will house the main residential entry. A second means of egress will be provided along the northern portion of the façade.
 - L. In addition to the two 280 square foot roof decks, the remainder of the roof will be an extensive green roof tray system.
 - M. There will be a 42 inch parapet at the front of the building.
 - N. Two new street trees are proposed, as well as new sidewalks.
 - O. The backyard will be split between the two units on the first floor, which will be the only units with access to the backyard.
5. Based upon the sworn and qualified testimony of the applicant's Professional Planner, Kenneth Ochab, P.P., the Board made the following findings of fact:
- A. The existing accessory garage on the property is in poor condition and is unusable.

- B. The proposed density is consistent with the surrounding neighborhood.
 - C. The height of the parapet will provide a sufficient privacy buffer between the proposed building and the roof deck of the adjacent new building.
- 6. The Board determined that the lot can accommodate the proposed increase in height, as the height of the building will allow for a larger parking garage and the height of the parapet will allow for increased privacy between neighboring rooftops. The height of the proposed new building is consistent with the character of the neighborhood.
 - 7. The Board found that the proposed new building will be an attractive addition to the surrounding community and will add value to the housing stock of the City of Hoboken.
 - 8. There are no substantial negative impacts arising from this proposal and will not impinge on the light, air, or privacy of the surrounding property owners.
 - 9. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board determined that the applicant's Minor Site Plan pursuant to N.J.S.A. 40:55D-46.1 was found to be sufficient as to style and design and the Board approved the applicant's request to approve the plan; and

WHEREAS, the Board, after careful deliberation, found that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(2) because the Board determined that the proposed new building will not be substantially massive in height, and will be an architecturally attractive addition to the neighborhood, consistent with the character of the surrounding properties as described in N.J.S.A. 40:55D-2(i) "To promote a desirable visual environment through creative development techniques and good civic design and arrangement;" and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact, provided all conditions of approval are satisfied or met; and

WHEREAS, the Board has determined that the relief sought does not impair the intent and purpose of the Master Plan or Zoning Ordinance of the City of Hoboken.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 16th day of February, 2016, upon a motion made by Antonio Grana and seconded by Owen McAnuff that the application of Smith-George, LLC be granted, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meeting of February 16, 2016.
2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.
3. The applicant will have three (3) years from the date of this Resolution to obtain a building permit.
4. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law, including but not limited to the Municipality's and State's affordable housing regulations; and the applicant shall comply with any requirements or conditions of such approvals or permits.
5. The applicant must comply with the Development Fee Ordinance of the City of Hoboken, if applicable, which Ordinance is intended to generate revenue to facilitate the provision of affordable housing.
6. This approval is subject to the applicant's continuing obligation to ensure that the fees generated on this application by the Board's Planner, Engineer, and Attorney are fully paid prior to the issuance of a building permit and/or the issuance of the Certificate of Occupancy.
7. The plan is to be revised to reduce the number of units to seven (7) units, and is to be revised to show an isolation gap with the adjacent property, only at the elevator. The revised plan is to be reviewed and approved by the Board's Planner and Engineer.

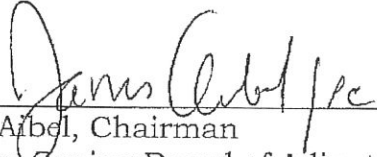
8. The applicant is to obtain the City Council approval for any encroachment into the City's right-of-way.
9. Publication of a notice of this decision will be published in one of the City's officially designated newspapers, at the cost of the applicant.

VOTE ON ROLL CALL:

IN FAVOR: John Branciforte; Phil Cohen; Antonio Grana; Carol Marsh;
Diane Murphy; Owen McAnuff; James Aibel

OPPOSED: None

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the applicant, Zoning Officer, and Tax Office of the City of Hoboken.



James Aibel, Chairman
Hoboken Zoning Board of Adjustment

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution approved February 16, 2016 and duly adopted as to form by the Zoning Board at its regular meeting on March 15, 2016.



Patricia Carcone, Secretary
Hoboken Zoning Board of Adjustment

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

MAR 01 2017

SPONSORED BY: 

SECONDED BY: 

 CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO.: _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDMENT OF THE INTERIM COST AND CONDITIONAL
REDEVELOPER DESIGNATION AGREEMENT BY AND BETWEEN
THE CITY OF HOBOKEN AND LCOR RAIL STATION HOBOKEN, LLC**

WHEREAS, the City of Hoboken ("City") entered into an Interim Cost and Conditional Designation Agreement the ("Agreement"), on or about July 7, 2016 with LCOR Rail Station Hoboken, LLC, having its address at 1 Penn Plaza, New York, New York ("LCOR"); and,

WHEREAS, the Agreement provides for LCOR to be conditionally designated as the Redeveloper for the site located at Block 229, Lots 1 and 2 and Block 139, Lots 1.1, 1.2, 1.3, 3 and 4 on the Tax Map of the City of Hoboken (collectively, the "Project Site") on the condition that the parties negotiate and execute an Overarching Redevelopment Agreement within the term of the Interim Cost and Conditional Redevelopment Designation Agreement; and,

WHEREAS, the term of the Agreement was for a 195-day period, and is permitted to be extended by the City; and,

WHEREAS, the parties continue to negotiate the terms and conditions of an Overarching Redevelopment Agreement for the redevelopment of the Project Site; and,

WHEREAS, the City has determined that it is in the public interest to extend the Agreement until such time as an Overarching Redevelopment Agreement has been executed, or it has otherwise been determined that an Overarching Redevelopment Agreement cannot be successfully negotiated and executed.

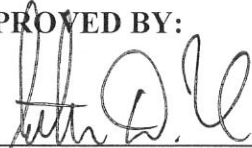
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

1. The Mayor is hereby authorized to execute an Amendment of the Interim Cost and Conditional Designation Agreement between the City and LCOR, in a form either the same or substantially similar to that attached hereto as "**Exhibit A.**"
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

Meeting date: March 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

APPROVED BY:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

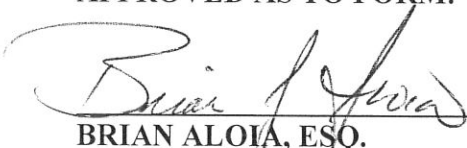

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Exhibit A (to Resolution)

Form of Amendment of Interim Cost and Conditional Designation Agreement

**AMENDMENT TO INTERIM COST AND
CONDITIONAL DESIGNATION AGREEMENT**

This Amendment to the Interim Cost and Conditional Designation Agreement ("Amendment") is made:

Between: City of Hoboken, having offices at 94 Washington Street, Hoboken, New Jersey ("City")

and LCOR Hoboken Rail Station Redevelopment, LLC, a Delaware Limited Liability Company, having its offices located at 1 Penn Plaza, Suite 1801, New York, New York ("LCOR").

The Interim Cost and Conditional Redeveloper Designation Agreement (the "Agreement") executed by and between the City and LCOR on or about July 7, 2016, and concerning the redevelopment of the project site located at Block 229, Lots 1 and 2 and Block 139, Lots 1.1, 1.2, 1.3, 3 and 4 on the Tax Map of the City of Hoboken (collectively, the "Project Site") is hereby amended by deleting Paragraph 2 of the Agreement in its entirety and replacing it with the following new Paragraph 2:

2. **Interim Period.** The Interim Period ("Interim Period") shall be the 195-day period that commences on the date of the full execution of this Amendment, and continuing after said 195-day period expires until such time as an Overarching Redevelopment Agreement between the parties is executed; provided however, that if at any time following an additional one (1) calendar year beyond the referenced 195-day period it is determined by the City that an Overarching Redevelopment Agreement cannot be successfully negotiated and executed for any reason, the City may terminate the Agreement. During the Interim Period, the City agrees to negotiate exclusively with LCOR toward the execution of an Overarching Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and LCOR as more specifically identified below in Paragraph 4, Scope of Overarching Redevelopment Agreement. During the Interim Period, either party may cease negotiations and terminate the Interim Cost and Conditional Designation

Agreement if the other party is not diligently negotiating in good faith. In the event that the Interim Cost and Conditional Designation Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 pertaining to the Payment of Interim Costs.

Except as expressly modified by this Amendment, the terms of the Agreement shall otherwise remain unmodified and in full force and effect.

**[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE
PAGES FOLLOW.]**

IN WITNESS WHEREOF the parties have caused this document to be signed on this
____ day of _____, 2017.

LCOR HOBOKEN RAIL STATION REDEVELOPMENT, LLC

By:
Title:

Date: _____

Attest:

Date: _____

CITY OF HOBOKEN

Dawn Zimmer
Mayor, City of Hoboken

Date: _____

Attest:

By:

Date: _____

[Signature Page for Extension of Interim Cost and Conditional Designation Agreement]

**AMENDMENT TO INTERIM COST AND
CONDITIONAL DESIGNATION AGREEMENT**

This Amendment to the Interim Cost and Conditional Designation Agreement ("Amendment") is made:

Between: City of Hoboken, having offices at 94 Washington Street, Hoboken, New Jersey ("City")

and LCOR Hoboken Rail Station Redevelopment, LLC, a Delaware Limited Liability Company, having its offices located at 1 Penn Plaza, Suite 1801, New York, New York ("LCOR").

The Interim Cost and Conditional Redeveloper Designation Agreement (the "Agreement") executed by and between the City and LCOR on or about July 7, 2016, and concerning the redevelopment of the project site located at Block 229, Lots 1 and 2 and Block 139, Lots 1.1, 1.2, 1.3, 3 and 4 on the Tax Map of the City of Hoboken (collectively, the "Project Site") is hereby amended by deleting Paragraph 2 of the Agreement in its entirety and replacing it with the following new Paragraph 2:

2. **Interim Period.** The Interim Period ("Interim Period") shall be the 195-day period that commences on the date of the full execution of this Amendment, and continuing after said 195-day period expires until such time as an Overarching Redevelopment Agreement between the parties is executed; provided however, that if at any time following an additional one (1) calendar year beyond the referenced 195-day period it is determined by the City that an Overarching Redevelopment Agreement cannot be successfully negotiated and executed for any reason, the City may terminate the Agreement. During the Interim Period, the City agrees to negotiate exclusively with LCOR toward the execution of an Overarching Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and LCOR as more specifically identified below in Paragraph 4, Scope of Overarching Redevelopment Agreement. During the Interim Period, either party may cease negotiations and terminate the Interim Cost and Conditional Designation

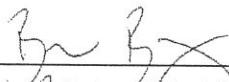
Agreement if the other party is not diligently negotiating in good faith. In the event that the Interim Cost and Conditional Designation Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 pertaining to the Payment of Interim Costs.

Except as expressly modified by this Amendment, the terms of the Agreement shall otherwise remain unmodified and in full force and effect.

**[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE
PAGES FOLLOW.]**

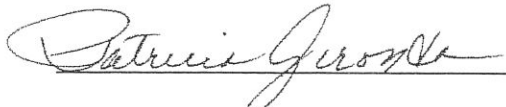
IN WITNESS WHEREOF the parties have caused this document to be signed on this
____ day of _____, 2017.

LCOR HOBOKEN RAIL STATION REDEVELOPMENT, LLC


By: BRIAN BARRY
Title: SENIOR VICE PRESIDENT

Date: February 22, 2017

Attest:


Date: February 22, 2017

CITY OF HOBOKEN

Dawn Zimmer
Mayor, City of Hoboken

Date: _____

Attest:

By:

Date: _____

[Signature Page for Extension of Interim Cost and Conditional Designation Agreement]

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAR 01 2017

SPONSORED BY:

SECONDED BY:

CD 4
[Signature]
[Signature]

CITY OF HOBOKEN

RESOLUTION NO.: _____

[Signature]
CITY CLERK

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDMENT OF THE INTERIM COST AND CONDITIONAL
REDEVELOPER DESIGNATION AGREEMENT BY AND BETWEEN
THE CITY OF HOBOKEN AND 83 WILLOW AVE. APARTMENTS, LLC**

WHEREAS, the City of Hoboken ("City") entered into an Interim Cost and Conditional Designation Agreement the ("Agreement"), on or about April 8, 2016 with 83 Willow Ave. Apartments, LLC, having its address at 931 Hudson Street #5, Hoboken, New Jersey 07030 ("83 Willow"); and,

WHEREAS, the Agreement provides for 83 Willow to be conditionally designated as the Redeveloper for the site located at Block 1, Lots 11, 12, 13 and 14 on the Tax Map of the City of Hoboken (collectively, the "Project Site") on the condition that the parties negotiate and execute a Redevelopment Agreement within the term of the Interim Cost and Conditional Redevelopment Designation Agreement; and,

WHEREAS, the term of the Agreement was for a 90-day period and is permitted to be extended by the City; and,

WHEREAS, the parties continue to negotiate the terms and condition of a Redevelopment Agreement for the redevelopment of the Project Site; and,

WHEREAS, the City has determined that it is in the public interest to extend the Agreement until such time as a Redevelopment Agreement has been executed, or it has been determined that a Redevelopment Agreement cannot be successfully negotiated and executed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

1. The Mayor is hereby authorized to execute an Amendment of the Interim Cost and Conditional Designation Agreement between the City and 83 Willow, in a form the same or substantially similar to that attached hereto as **Exhibit A**.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

Meeting date: March 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED BY:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

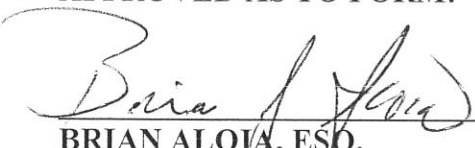

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Exhibit A (to Resolution)

Form of Amendment of Interim Cost and Conditional Designation Agreement

**AMENDMENT TO INTERIM COST AND
CONDITIONAL DESIGNATION AGREEMENT**

Between: City of Hoboken, having offices at 94 Washington Street, Hoboken, New Jersey ("City")

and 83 Willow Ave. Apartments, LLC, a New Jersey Limited Liability Company, having its offices located at 931 Hudson Street #5, Hoboken, New Jersey 07030 ("83 Willow").

The Interim Cost and Conditional Redeveloper Designation Agreement (the "Agreement") executed by and between the parties on or about April 8, 2016, and concerning the redevelopment of the project site located at Block 1, Lots 11, 12, 13 and 14 on the Tax Map of the City of Hoboken (collectively, the "Project Site") is hereby amended as follows:

2. **Interim Period.** The Interim Period shall be the period that commences on the date of the full execution of this Amendment, and continuing thereafter until such time as a Redevelopment Agreement between the parties is executed, or it is determined by the City that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason. During the Interim Period, the City agrees to negotiate exclusively with 83 Willow toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and 83 Willow. During the Interim Period, either party may cease negotiations and terminate the Interim Cost and Conditional Designation Agreement if the other party is not diligently negotiating in good faith or it is determined that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason. In the event that the Interim Cost and Conditional Designation Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 pertaining to the Payment of Interim Costs.

IN WITNESS WHEREOF the parties have caused this document to be signed on this
____ day of _____, 2017.

83 WILLOW AVE. APARTMENTS, LLC

By:
Title:

Date: _____

Attest:

Date: _____

CITY OF HOBOKEN

Dawn Zimmer
Mayor, City of Hoboken

Date: _____

Attest:

By:
Date: _____

[Signature Page for Amendment of Interim Cost and Conditional Designation Agreement]

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAR 01 2017

INTRODUCED BY: Robert Knight

SECONDED BY: David Wells

James J. Sarnia

CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE
EXECUTION OF AN AMENDMENT OF THE INTERIM COST AND
CONDITIONAL REDEVELOPER DESIGNATION AGREEMENT BY
AND BETWEEN THE CITY OF HOBOKEN AND JUST BLOCK 112,
LLC**

WHEREAS, the City of Hoboken ("City") entered into an Interim Cost and Conditional Designation Agreement the ("Agreement"), on or about July 6, 2016 with Just Block 112, LLC, having its address at 917 Castle Point Terrace, Hoboken, New Jersey 07030 ("Just Block 112"); and,

WHEREAS, the Agreement provides for Just Block 112 to be conditionally designated as the Redeveloper for the site located at Block 112, Lots 1 - 32 on the Tax Map of the City of Hoboken (collectively, the "Project Site") on the condition that the parties negotiate and execute a Redevelopment Agreement within the term of the Interim Cost and Conditional Redevelopment Designation Agreement; and,

WHEREAS, the term of the Agreement was for a 90-day period, is permitted to be extended by the City; and,

WHEREAS, the parties continue to negotiate the terms and condition of a Redevelopment Agreement for the redevelopment of the Project Site; and,

WHEREAS, the City has determined that it is in the public interest to extend the Agreement until such time as a Redevelopment Agreement has been executed, or it has been determined that a Redevelopment Agreement cannot be successfully negotiated and executed.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Hoboken as follows:

1. The Mayor is hereby authorized to execute an Amendment of the Interim Cost and Conditional Designation Agreement between the City and Just Block 112, in a form substantially similar as that attached hereto as **Exhibit A**.


2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.

3. This Resolution shall be effective immediately.

Meeting date: March 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

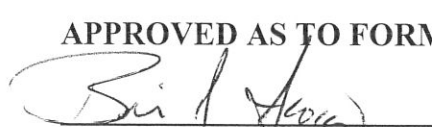

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Exhibit A (to Resolution)

Form of Amendment of Interim Cost and Conditional Designation Agreement

**AMENDMENT TO INTERIM COST AND
CONDITIONAL DESIGNATION AGREEMENT**

Between: City of Hoboken, having offices at 94 Washington Street, Hoboken, New Jersey ("City")

and Just Block 112, LLC, a Delaware Limited Liability Company, having its offices located at 917 Castle Point Terrace, Hoboken, New Jersey 07030 ("Just Block 112").

The Interim Cost and Conditional Redeveloper Designation Agreement (the "Agreement") executed by and between the parties on or about July 6, 2016, and concerning the redevelopment of the project site located at Block 112, Lots 1 - 32 on the Tax Map of the City of Hoboken (collectively, the "Project Site") is hereby amended as follows:

2. **Interim Period.** The Interim Period shall be the period that commences on the date of the full execution of this Amendment through July 31, 2017; provided however, that if at any time following an additional one (1) calendar year beyond July 31, 2017 it is determined by the City that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason, the City may terminate the Agreement. During the Interim Period, the City agrees to negotiate exclusively with Just Block 112 toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and Just Block 112. During the Interim Period, either party may cease negotiations and terminate the Interim Cost and Conditional Designation Agreement if the other party is not diligently negotiating in good faith or it is determined that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason. In the event that the Interim Cost and Conditional Designation Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 pertaining to the Payment of Interim Costs.

IN WITNESS WHEREOF the parties have caused this document to be signed on this
____ day of _____, 2017.

JUST BLOCK 112, LLC

By:
Title:

Date: _____

Attest:

Date: _____

CITY OF HOBOKEN

Dawn Zimmer
Mayor, City of Hoboken

Date: _____

Attest:

By:

Date: _____

[Signature Page for Amendment of Interim Cost and Conditional Designation Agreement]

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

MAR 01 2017

INTRODUCED BY: 

SECONDED BY: 

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

WHEREAS, an overpayment of taxes has been made on the properties listed below; and,

WHEREAS, Sharon Curran, Collector of Revenue for the City of Hoboken, recommends that the following refunds be made in accordance with N.J.S.A. 54:4-69.

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury in the total amount of **\$46,827.81**, made payable to the following:

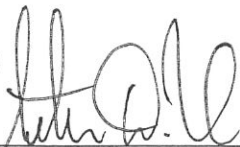
NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Sophie Loukou & Brou-Kangah 706 Willow Avenue #3R Hoboken, NJ 07030	159/21/ C003R	706 Willow Ave	3/16	\$1,453.73
Douglas & Nicola McGill 2 Runnymede Road Chatham, NJ 07928	159/4/C002C	711 Clinton St	4/16	\$2,002.23
Thomas Rausch 358 Sixth Street #2L Hoboken, NJ 07030	79/3/C002L	356-360 Sixth St	4/16	\$1,258.72
Leo Buonsanto 514 Park Avenue Hoboken, NJ 07030	261.04/1/ CP030	1025 Maxwell Lane	4/16	\$140.43
First American Title Company 1855 Gateway Blvd, Ste. 700 Concord, CA 94520	186/8/ C004D	159 Newark St	4/16	\$2,381.82
Wells Fargo Home Mortgage 1 Home Campus MAC X2302-04D Des Moines, IA 50238	38/24/C004A	220 Jefferson St	4/16	\$2,194.43

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Chase Attn: Refunds Department P.O. Box 961227 Ft. Worth, TX 76161-0227	2.01/5/ C005B	84 Willow Ave.	4/16	\$3,690.00
Chase Attn: Refunds Department P.O. Box 961227 Ft. Worth, TX 76161-0227	95/25/C004D	904 Jefferson St	3/16	\$2,496.18
Corelogic Commercial Tax Attn: Refund Department P.O. Box 961009 Ft. Worth, TX 76161-0009	186/13	76 Bloomfield St	1/17	\$31,210.27

Meeting date: March 1, 2017

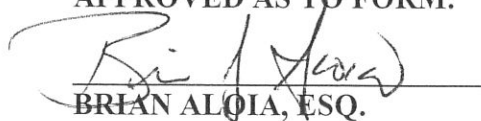
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino				

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

MAR 01 2017

INTRODUCED BY: JP

SECONDED BY: R. Warner

CITY OF HOBOKEN
RESOLUTION NO.: _____

**RESOLUTION AUTHORIZING A REFUND FROM A TAX APPEAL
THAT WAS FILED IN THE STATE TAX COURT**

WHEREAS, a tax appeal was filed in the State Tax Court regarding the property listed below; and,

WHEREAS, the Court entered judgment which reduced the assessed value of the property; and,

WHEREAS, as a result, Sharon Curran, Collector of Revenue for the City of Hoboken recommends that a refund be made in accordance with the judgement.

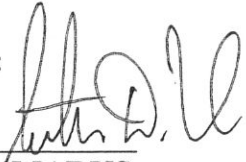
NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury in the total amount of \$6,204.00, made payable to the following:

NAME	BL/LT/U NIT	PROPERTY	QTR/YEAR	AMOUNT
Beattie Padovano, LLC Trust 50 Chestnut Ridge Road, Ste 208 P.O. Box 244 Montvale, NJ 07645-0244	213/15.01	235 Washington St	2016	\$6,204.00

Meeting date: March 1, 2017

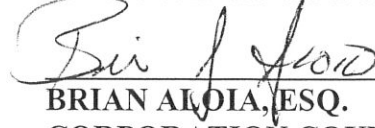
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

7x3

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SPONSORED BY: CE

SECONDED BY: A. Manna

MAR 01 2017

CITY OF HOBOKEN

RESOLUTION NO.: _____

CITY CLERK

**RESOLUTION AUTHORIZING THE CANCELATION OF OVER
BILLED 1ST & 2ND QUARTERS OF 2017 FROM THE EXTENDED TAX
DUPLICATE**

WHEREAS, an overbill of taxes has been made on properties listed below; and,

WHEREAS, Sal Bonaccorsi, Tax Assessor, recommends that the over billed taxes be cancelled and removed from the 2017 Extended Tax Duplicate.

NOW, THEREFORE, BE IT RESOLVED, that the following overbills shall be canceled and removed from the 2017 Extended Tax Duplicate:

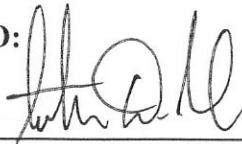
NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
84 Willow Ave. Condo Assoc.	2.01/5	84 Willow Ave	1&2/17	\$11,979.93
206 Adams St Condos	40/29	206 Adams St	1&2/17	\$12,446.78
213 Adams St LLC	41/7	213 Adams St	1&2/17	\$ 2,763.11
409 Jefferson St LLC	60/5	409 Jefferson St	1&2/17	\$ 3,577.38
411 Jefferson St LLC	60/6	411 Jefferson St	1&2/17	\$ 5,744.13
Kamm Development Gr. LLC	70/26	504 Grand St	1&2/17	\$ 4,051.99
612 Jefferson St LLC	76/28	612 Jefferson St	1&2/17	\$12,686.41
RB Holdings 3 Corp.	159/2	703 Clinton St	1&2/17	\$4,051.99
705 Clinton St Condo Assoc	159/3.01	705 Clinton St	1&2/17	\$4,924.43
1023 Wash LLC C/O Linda Goldberg	221/5	1023 Washington St	1&2/17	\$ 9,206.74

Caulfield, Robert A.	238/1	901-903 Hudson St	1&2/17	\$36,517.52
74 Madison St Condo Assoc.	16/32	74 Madison St	1&2/17	\$3,315.27
Adams 327 LLC	51/14/C001R	327 Adams St	1&2/17	\$1,250.11
Adams 327 LLC	51/14/C002L	327 Adams St	1&2/17	\$1,382.72
Adams 327 LLC	51/14/C002R	327 Adams St	1&2/17	\$2,688.66
Adams 327 LLC	51/14/C003L	327 Adams St	1&2/17	\$1,382.72
Adams 327 LLC	51/14/C003R	327 Adams St	1&2/17	\$1,382.72
Adams 327 LLC	51/14/C004L	327 Adams St	1&2/17	\$1,382.72
Adams 327 LLC	51/14/C004R	327 Adams St	1&2/17	\$1,382.72
Adams 327 LLC	51/14/C005L	327 Adams St	1&2/17	\$1,382.72
Hudson St Investment Re LLC	184/38/C0002	906 Garden St	1&2/17	\$2,742.17
Hudson St Investment Re LLC	184/38/C0003	906 Garden St	1&2/17	\$2,725.11
TDC URSA Hoboken Sales	104/17	1124-30 Adams St	1&2/17	\$3,315.27
FGAM LLC	85/15.05	726 Grand St	1&2/17	\$3,444.00
FGAM LLC	85/15.06	728 Grand St	1&2/17	\$3,444.00
FGAM LLC	85/15.07	730 Grand St	1&2/17	\$3,444.00
FGAM LLC	85/15.08	732 Grand St	1&2/17	\$3,444.00
Monroe St Management LLC	28/6	111 Monroe St	1&2/17	\$3,050.04
605 Jackson Hoboken LLC	74/13	625-627 Jackson St	1&2/17	\$8,979.52
605 Jackson Hoboken LLC	74/15	629-633 Jackson St	1&2/17	\$8,902.74
605 Jackson Hoboken LLC	74/18	628-632 Jackson St	1&2/17	\$9,066.37
1312 Adams Storage LLC	113/23	1312 Adams St	1&2/17	\$5,637.89
FIG Tree Development LLC	166/34.02	306 Park Ave.	1&2/17	\$9,631.71

Meeting date: March 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla,	/			
Peter Cunningham	//			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fischer	/			
David Mello	//			
Ruben Ramos Jr.	/			
Michael Russo	//			
President Jennifer Giattino				

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

TX9
A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

MAR 01 2017

SPONSORED BY:

SECONDED BY: A. Nelson

James J. Savino

CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO.:

**RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN
APPLICATION FOR PARTICIPATION IN AN ELECTRONIC TAX SALE
PILOT PROGRAM**

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to promulgated by the Director of the Division of Government Services; and,

WHEREAS, the Director of the Division of Local Government Services has promulgated rules and regulations to permit pilot programs relative to the electronic tax sale process; and,

WHEREAS, the Director of the Division of Local Government Services has approved New Jersey Tax Lien Investors/RealAuction.com to conduct pilot programs for electronic tax sales; and,

WHEREAS, the rules and regulations referenced above authorize a municipality to submit an application for participation in the pilot program for an electronic tax sale; and,

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and,

WHEREAS, the City of Hoboken wishes to participate in the pilot program for an electronic tax sale.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Tax Collector is hereby authorized to complete an application to participate in the electronic tax sale program and submit said application to the Director of the Division of Local Government Services; and,

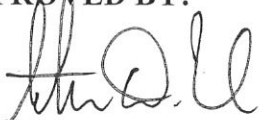
BE IT FURTHER RESOLVED, that if selected, the City is authorized to participate in said pilot program; and,

BE IT FURTHER RESOLVED, the Mayor or the Mayor's designee may take any steps necessary to complete the process to allow the City to participate in the pilot program.

Meeting date: March 1, 2017

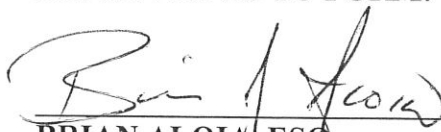
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED BY:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAR 01 2017

SPONSORED BY:

SECONDED BY:

James J. Sarnia

[Signature]
[Signature]

CITY OF HOBOKEN

RESOLUTION NO.: _____

CITY CLERK

**RESOLUTION AWARDING A CHANGE ORDER AND CLOSE OUT TO
THE CITY'S CONTRACT WITH REGGIO CONSTRUCTION, INC. FOR
THE MUNICIPAL RESURFACING & INTERSECTION SAFETY
IMPROVEMENTS PROGRAM (PACKAGE A) IN THE DECREASED
AMOUNT OF \$15,363.48**

WHEREAS, a contract was awarded to Reggio Construction, Inc. for the Municipal Resurfacing & Intersection Safety Improvements Program (Package A), in the original amount of \$1,295,677.93; and,

WHEREAS, Change Order #1 was approved by the City Council on July 8, 2015, in the increased amount of \$50,000.00, for a new total contract amount of \$1,345,677.93; and,

WHEREAS, the City subsequently received the attached request from Boswell Engineering to award Change Order #2 decreasing the contract amount by \$15,363.48, which equates to a decrease in the total contract amount by 1.14%, and then closing out the contract; and,

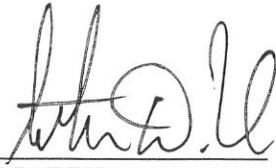
WHEREAS, in accordance with the direction of the Administration, the City Council therefore wishes to approve Change Order #2 decreasing the contract with Reggio Construction, Inc. by \$15,363.48 and closing out the contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that Change Order #2 to the City's contract with Reggio Construction, Inc. for the Municipal Resurfacing & Intersection Safety Improvements Program (Package A) is granted, so that the contract amount is decreased by \$15,363.48 and closed out, for a final contract amount of \$1,330,314.45.

Meeting date: March 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

15-01105

19

INTRODUCED BY: 

SECONDED BY: 

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT OF REGGIO
CONSTRUCTION FOR THE MUNICIPAL STREET RESURFACING AND INTERSECTION
SAFETY IMPROVEMENTS PROGRAM (PACKAGE A) AS CHANGE ORDER NUMBER 1 IN AN
INCREASE AMOUNT OF \$50,000.00 FOR A NEW NOT TO EXCEED TOTAL AMOUNT OF
\$1,345,677.93**

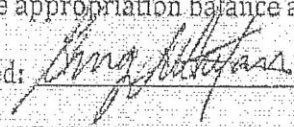
WHEREAS, the City of Hoboken requires a change order under the contract for the continuation of the Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A), which was originally awarded to Reggio Construction for \$1,295,677.93; and,

WHEREAS, the Administration used Reggio Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order (#1) to the contract for Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A) to Reggio Construction, for an increase in the contract amount by Fifty Thousand Dollars (\$50,000.00), for a new total not to exceed amount of One Million Three Hundred Forty Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents (\$1,345,677.93) for work in accordance with the Boswell Engineering Change Order Request, dated June 29, 2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,000.00 is available in the following appropriations C-04-60-714-210 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for the Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A) to Reggio Construction for an increase in the contract amount by Fifty Thousand Dollars (\$50,000.00), for a new total not to exceed amount of One Million Three Hundred Forty Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents (\$1,345,677.93) for work in accordance with the Boswell Engineering Change Order Request, dated June 29, 2015; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced Boswell correspondence shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation

shall be at the sole discretion of the City Council.

4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the information herein.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Allyssa Longo
Allyssa Longo, Esq.
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 08 2015

James J. Savino

CITY CLERK



BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

Sent Via Email and Regular Mail

February 22, 2017

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Stephen D. Marks, AICP, PP, Business Administrator

Re: 2014 Municipal Resurfacing & Intersection Safety
Improvements Program (Package A)
City of Hoboken
Hudson County, New Jersey
Our File No. HO-495

Dear Mr. Pellegrini:

Enclosed please find Engineer's Estimate Certificate No. 9 and Final in the amount of \$ 21,544.99 for work performed to date by the contractor, Reggio Construction, Inc. for the above referenced project. In addition please find Change Order No.2 and Final representing a **credit** of \$15,363.48 which is reflected in a revised final contract amount of \$ 1,330,314.45. Also, please find the requisite 2-year, Maintenance Bond in the amount of \$ 201,665.00.

Boswell McClave Engineering takes no exception to the payment of \$ 21,544.99 for work completed to date as outlined in Estimate Certificate No. 9 and Final.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante, P.E.
City Engineer Representative

JAP/jm
Enclosures

cc: Hoboken Purchasing Department
Patrick Wherry, Municipal Manager, City of Hoboken
Joseph Bagnato, Reggio Construction, Inc.
John Englese, Boswell McClave Engineering

BOSWELL McGLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
2014 MUNICIPAL STREET RESURFACING &
INTERSECTION SAFETY IMPROVEMENTS PROGRAM (PACKAGE A)

CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-495

Estimate Number: 9 FINAL

Period Ending: 11/23/16

Contractor: Reggio Construction
1575 West Street
Fort Lee, NJ 07024

Base Contract Amount:	\$1,295,677.93	Total Amount Estimated:	\$1,330,314.45
Less Reductions:	-\$167,987.22	Less 0% Retainage:	\$0.00
Plus Increases:	\$202,623.74	Total Net Amount Estimated:	\$1,330,314.45
Amended Contract Amount:	\$1,330,314.45	Less Amount Previously Paid:	\$1,308,769.46
Contract Starting Date:		Amount Due This Estimate:	\$21,544.99

Contract Completion Date:
Actual Starting Date:
Contract Completion Date:
Extensions:

Amended Completion Date:
Time Used:
Percent Complete:

100%

Estimated By: 
Approved By: 

FOR USE BY THE CITY OF HOBOKEN

Verified by:

(City Manager)

Audited by:

(Chief Financial Officer)


(Project Engineer)

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
**2014 MUNICIPAL STREET RESURFACING &
INTERSECTION SAFETY IMPROVEMENTS PROGRAM (PACKAGE A)**
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-495

Estimate Number: 9 FINAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY ALLOWED PREVIOUS ESTIMATE	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
1	Breakaway Barricade	UNIT	\$0.01	10		0.00	0.00	0.00	\$0.00	\$0.00
2	Drum	UNIT	\$0.01	25		0.00	0.00	0.00	\$0.00	\$0.00
3	Traffic Cone	UNIT	\$0.01	50		25.00	0.00	25.00	\$0.25	\$0.00
4	Construction Signs Allowance for Police Traffic Directors	SF	\$0.01	200		20.00	0.00	20.00	\$0.20	\$0.00
5	Allowance		\$60,000.00	1		1.90	0.00	1.90	\$114,000.00	\$0.00
6	Fuel Price Adjustment	Dollar	\$600.00	1		0.00	0.50	0.50	\$302.92	\$302.92
7	Asphalt Price Adjustment	Dollar	\$2,700.00	1		0.00	-5.34	-5.34	-\$14,422.51	(\$14,422.51)
8	Excavation, Unclassified	CY	\$0.01	50		0.00	0.00	0.00	\$0.00	\$0.00
9	Excavation, Test Pit	CY	\$0.01	50		0.00	0.00	0.00	\$0.00	\$0.00
10	HMA Milling, 3" or Less	SY	\$3.65	22,000		25,514.00	0.00	25,514.00	\$93,128.10	\$0.00
11	Hot Mix Asphalt Pavement Repair	SY	\$0.01	400		0.00	0.00	0.00	\$0.00	\$0.00
12	Hot Mix Asphalt 12.5M64 Surface Course	TON	\$94.00	3,300		3,507.04	0.00	3,507.04	\$329,661.76	\$0.00
13	15" Reinforced Concrete Pipe	LF	\$80.00	272		209.00	0.00	209.00	\$16,720.00	\$0.00
14	Reset Existing Casting	UNIT	\$0.01	63		0.00	0.00	0.00	\$0.00	\$0.00
15	Inlet, Type 'A'	UNIT	\$2,200.00	2		11.00	0.00	11.00	\$24,200.00	\$0.00
16	Inlet, Type 'B'	UNIT	\$2,700.00	10		0.00	0.00	0.00	\$0.00	\$0.00
17	Reconstructed Inlet, Type 'B', Using New Casting	UNIT	\$1,200.00	5		0.00	0.00	0.00	\$0.00	\$0.00
18	Bicycle Safe Grate	UNIT	\$350.00	3		0.00	0.00	0.00	\$0.00	\$0.00
19	Curb Piece	UNIT	\$350.00	40		28.00	0.00	28.00	\$9,800.00	\$0.00
20	Normal Concrete Sidewalk, Reinforced, 6" Thick	SY	\$75.50	3,500		3,459.00	0.00	3,459.00	\$261,154.50	\$0.00
21	Reset Brick Paver Sidewalk	SY	\$0.01	22.5		10.33	0.00	10.33	\$0.10	\$0.00
22	Brick Paver Sidewalk	SY	\$100.00	75.0		35.00	0.00	35.00	\$3,500.00	\$0.00
23	Detectable Warning Surface	SY	\$110.00	120.5		117.00	0.00	117.00	\$12,870.00	\$0.00
24	9" x 18" Concrete Vertical Curb	LF	\$31.00	4,250		4,228.00	0.00	4,228.00	\$131,068.00	\$0.00
25	Traffic Stripes, 4"	LF	\$1.25	22,000		66,096.70	0.00	66,096.70	\$82,620.88	\$0.00
26	Traffic Markings	SF	\$6.25	16,000		4,303.00	0.00	4,303.00	\$26,653.75	\$0.00
27	High Friction Surface Treatment	SF	\$8.50	10,500		9,995.00	0.00	9,995.00	\$84,958.00	\$0.00
28	Traffic Grade	SF	\$8.50	10,500		9,995.00	0.00	9,995.00	\$84,958.00	\$0.00

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
2014 MUNICIPAL STREET RESURFACING &
INTERSECTION SAFETY IMPROVEMENTS PROGRAM (PACKAGE A)
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-495

Estimate Number: 9 FINAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY ALLOWED PREVIOUS ESTIMATE	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
29	RPM, Bi-Directional, Blue Lens	UNIT	\$150.00	20		30.00	0.00	30.00	\$4,500.00	\$0.00
30	RPM, Bi-Directional, Green Lens	UNIT	\$150.00	3		0.00	0.00	0.00	\$0.00	\$0.00
31	Flexible Reflective Bollard Permanent Pedestrian Crossing	UNIT	\$400.00	139		139.00	0.00	139.00	\$55,600.00	\$0.00
32	Sign System	UNIT	\$475.00	10		0.00	0.00	0.00	\$0.00	\$0.00
33	Regulatory and Warning Sign Tree Removal, Under 12 Diameter	SF	\$0.01	300.0		0.00	0.00	0.00	\$0.00	\$0.00
34		UNIT	\$1,000.00	4		0.00	0.00	0.00	\$0.00	\$0.00
35	Inlet Converted to Manhole	UNIT	\$2,500.00	2		6.00	0.00	6.00	\$15,000.00	\$0.00
36	Manhole, 4' Diameter	UNIT	\$3,000.00	1		1.00	0.00	1.00	\$3,000.00	\$0.00
37	Traffic Markings, Epoxy-Resin	SF	\$5.00	1,200		1,393.00	0.00	1,393.00	\$6,915.00	\$0.00
39	Flashing LED R1-1 Sign System	UNIT	\$3,000.00	3		0.00	3.00	3.00	\$9,000.00	\$9,000.00
40	Reset Brick Paver Roadway	SY	\$0.01	70		0.00	0.00	0.00	\$0.00	\$0.00
41	Manhole Casing	UNIT	\$800.00	1		0.00	0.00	0.00	\$0.00	\$0.00
42	Manhole, 6' Diameter	UNIT	\$5,500.00	2		0.00	0.00	0.00	\$0.00	\$0.00
43	Beam Guide Rail	LF	\$105.00	262.5		262.50	0.00	262.50	\$27,562.50	\$0.00
44	Rub Rail	LF	\$6.00	262.5		262.50	0.00	262.50	\$1,675.00	\$0.00
45	Tangent Guide Rail Terminal	UNIT	\$1,900.00	1		1.00	0.00	1.00	\$1,900.00	\$0.00
46	Beam Guide Rail Anchorage Plantings at 1st St. & Bloomfield S-1 St.	UNIT	\$500.00	1		1.00	0.00	1.00	\$500.00	\$0.00
S-1	Railroad Tie Retaining Wall for	LS	\$5,500.00	1		1.00	0.00	1.00	\$5,500.00	\$0.00
S-2	Guide Rail	LS	\$23,500.00	1		1.00	0.00	1.00	\$23,500.00	\$0.00
								TOTAL	\$1,330,314.45	(\$5,119.59)

Asphalt Price Adjustment Worksheet

Project: 2014 Municipal Street Resurfacing & Intersection Safety Improvement Program (Package A)
 Consultant: Boswell Engineering
 Contractor: Reggio Construction, Inc.
 Our File No.: HO-495

Date	HMA Mix	HMA Quantity	% Asphalt in Mix	Current Index Price	Change in Index	Change in Index (%)	Price Adjustment
7/29/2015	12.5M64	890.55	5.25%	\$486.00	-\$82.00	-14.4%	-\$3,833.82
7/30/2015	12.5M64	761.74	5.12%	\$486.00	-\$82.00	-14.4%	-\$3,198.09
7/31/2015	12.5M64	1,024.93	5.19%	\$486.00	-\$82.00	-14.4%	-\$4,361.90
8/3/2015	12.5M64	701.5	5.14%	\$484.00	-\$84.00	-14.8%	-\$3,028.71
8/4/2015	12.5M64	128.3	5.20%	\$484.00	-\$84.00	-14.8%	-\$560.59
Total Adjustment =							-\$14,422.51

* Original Index Price at Bid \$568.00 24-Jan-15

Fuel Price Adjustment Worksheet

Project: 2014 Municipal Street Resurfacing & Intersection Safety Improvement Program (Package A)
 Consultant: Boswell Engineering
 Contractor: Reggio Construction, Inc.
 Our File No.: HO-495

Date	Gallons of Fuel	Current Index Price	Change in Index	Change in Index (%)	Price Adjustment
7/28/2015	15,146.10	\$2.67	\$0.02	0.8%	\$302.92
Total Adjustment =					\$302.92

* Original Index Price at Bid \$2.65 24-Jan-15

Change Order No. 2 and Final
Date 12/09/16
Rev 1-22217
Job No. HO-495

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

2014 Municipal Street Resurfacing &
Intersection Safety Improvements Program
(Package A) HO-495

PROJECT & JOB NUMBER
City of Hoboken/Hudson County
OWNERCOUNTY

Reggio Construction, Inc.
CONTRACTOR
1575 West Street, Fort Lee, NJ 07024
ADDRESS

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change:

Within Project Limits

Nature and Reason of Change:

As-Built Quantities

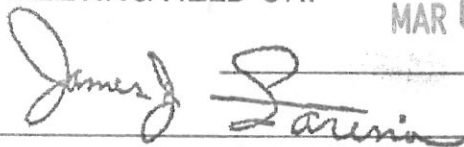
ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
1	Breakaway Barricade	Unit	-10	\$0.01	-\$0.10
2	Drum	Unit	-25	\$0.01	-\$0.25
3	Traffic cone	Unit	-25	\$0.01	-\$0.25
4	Construction Signs	S.F.	-180	\$0.01	-\$1.80
5	Allowance for Police Traffic Directors	L.S.	0.9	\$50,000.00	\$54,000.00
6	Fuel Price Adjustment	Dollar	-0.50	\$600.00	-\$300.00
7	Asphalt Price Adjustment	Dollar	-6.34	\$2,700.00	-\$17,122.51
8	Excavation, Unclassified	CY	-50	\$0.01	-\$0.50
9	Excavation, Test Pit	CY	-50	\$0.01	-\$0.50
10	HMA Milling, 3" of Less	SY	3514	\$3.65	\$12,826.10
11	Hot Mix Asphalt Pavement Repair	SY	-400	\$0.01	-\$4.00
12	Hot Mix Asphalt 12 MM/64 Surface Course	Ton	207.04	\$84.00	\$19,461.76
13	15" Reinforced Concrete Pipe	LF	-63	\$80.00	-\$5,040.00
14	Reset Existing Casting	Unit	-63	\$0.01	-\$0.63
15	Inlet, Type "A"	Unit	9	\$2,200.00	\$19,800.00
16	Inlet, Type "B"	Unit	-10	\$2,700.00	-\$27,000.00
17	Reconstruct Inlet, Type B using Exist. Casting	Unit	-5	\$1,200.00	-\$6,000.00
18	Bicycle Safe Grate	Unit	-3	\$350.00	-\$1,050.00
19	Curb Piece	Unit	-14	\$350.00	-\$4,900.00
21	Concrete Sidewalk, Reinforced 6" Thick	SY	-41	\$75.50	-\$3,095.50
22	Reset Brick Paver Sidewalk	SY	-214.67	\$0.01	-\$2.15
23	Brick Paver Sidewalk	SY	-40	\$100.00	-\$4,000.00
24	Detachable Warning Surface	SY	-3.6	\$110.00	-\$396.00
25	9" x 18" Concrete Vertical Curb	LF	-22	\$31.00	-\$682.00
26	Traffic Stripes, 4"	LF	44096.7	\$1.25	\$55,120.88
27	Traffic Markings	SF	-11697	\$6.25	-\$73,106.25
28	High Friction Surface Treatment, Traffic Grade	SF	-504	\$8.50	-\$4,284.00
29	RPM, Bi-Directional Blue Lens	Unit	10	\$150.00	\$1,500.00
30	Permanent Pedestrian Crossing Sign System	Unit	-3	\$150.00	-\$450.00
32	Regulatory Warning Sign	SF	-10	\$475.00	-\$4,750.00
34	Tree Removal, Under 12" Diameter	Unit	-4	\$0.01	-\$0.04
35	Inlet Converted to Manhole	Unit	4	\$2,500.00	\$10,000.00
38	Traffic Markings, Epoxy Resin	SF	183	\$5.00	\$915.00
40	Reset Brick Paver Roadway	SY	-70	\$0.01	-\$0.70
41	Manhole Casting	Unit	-1	\$800.00	-\$800.00
42	Manhole, 6" Diameter	Unit	-2	\$5,500.00	-\$11,000.00
R-1	Change Order #1 (Previously Approved)	LS	-1	\$5,500.00	-\$5,500.00
S-1	Plantings @ 1st St. and Bloomfield	LS	1	\$5,500.00	\$5,500.00
S-2	Retaining Wall for Guide Rail Installation	LS	1	\$23,500.00	\$23,500.00

Amount of Original Contract	\$1,295,677.93	Supplemental	\$29,000.00
Change Order No. 1	\$50,000.00	Extra	\$173,623.74
Change Order No. 2 & Final	(\$15,363.48)	Reduction	-\$217,987.22
Adjusted Contract Amount	\$1,330,314.45	Net Amount	(\$15,363.48)

Recommended for Approval
Approved
Accepted
Signature: *Joseph A. Rosante*
BOSWELL McCLAVE ENGINEERING
OWNER
CONTRACTOR
DATE: 2/22/17

CL1
A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

MAR 01 2017



CITY CLERK

Sponsored by: 

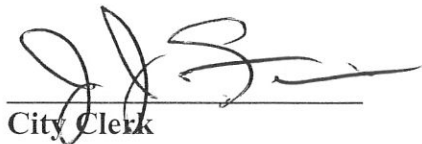
Seconded by: 

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular meeting of February 15, 2017 have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:


City Clerk

Approved as to form:


Corporation Counsel

Meeting Date: March 1, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			